



NATIONAL POWER CORPORATION

01 June 2023

MR. BETTY D. ABUAN JR.
Manager/Sole Proprietor
BDA JR. CONSTRUCTION
Purok 3, Tagaran, Cauayan City,
Isabela
Email: aerhlungub13@gmail.com

SUBJECT : NOTICE OF AWARD OF CONTRACT NO. LOG MSSP 2023-06-042-MDC
Re: Repair of the Damaged Portions Downstream of the Flip Bucket of San Roque Spillway
PR No. HO-DRW23-001 / PB230117-HG

Dear Mr. Abuan:

Pursuant to Article XI Section 37 of RA 9184, Notice of Award (NOA) is hereby served to **BDA JR CONSTRUCTION** for having submitted the **Single Calculated and Responsive Bid (SCRB)** for the above subject project in the total contract amount of **Seventy Million Four Hundred Eight Thousand Eight Hundred Fifty Four Pesos and 29/100 (Php 70,408,854.29) only.**

Please be reminded of the ff: a) Your price validity is one hundred twenty (120) calendar days; b) Contract duration is one hundred eighty (180) calendar days from issuance of Notice to Proceed; and c) Project location is at San Roque Multipurpose Power Complex, San Roque, San Manuel, Pangasinan.

You are hereby required to secure and submit to the *Manager, Materials, Supplies & Services Procurement Division (MSSPD), Logistics Department*, the Performance Security in any of the following forms within **five (5) days** from the date of receipt of a copy of this Notice of Award:

- a) Cash, Cashier's/Manager'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 Universal or Commercial Bank, if issued by a foreign bank which shall be Ten Percent (10%) of the total Contract Price;
- b) Surety Bond callable upon demand and penal in nature issued by a surety or insurance company duly accredited 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 acceptable to the National Power Corporation (Annex A);
- c) Performance Securing Declaration (Annex B).

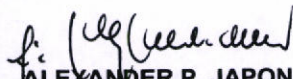
Failure to submit on time the Acceptable Performance Security and/or comply with the provisions of the 2016 Revised IRR of RA 9184 shall constitute sufficient ground for cancellation of award and forfeiture of bid security.


Contract and Notice to Proceed will be released upon submission of the Certificate of Acceptable Performance Security to MSSPD, Logistics Department issued by Trade and Insurance Division.

In addition, kindly submit to end-user the required PERT/CPM prior to the start of project.

For any clarification, please proceed to MSSPD, Logistics Department, Ground Floor, NPC-OBC or you may call us at tel. nos. 8921-6048/8921-3541 loc. 5515 from 8:00 AM to 5:00 PM, Monday to Friday or e-mail us at msspd@napocor.gov.ph.

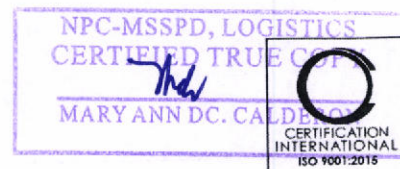
Very truly yours,


ALEXANDER P. JAPON
Vice President, Admin and Finance

Received and Acknowledged by: 
Authorized Representative
Date: JUNE 06, 2023
4:35pm

cf: Mr. C. C. Sison – Dept. Manager, DMD
Ms. L. O. De Ocampo – Manager, Trade & Insurance Div.

BIR Road cor. Quezon Avenue, Diliman
Quezon City 1100, Philippines
Tel. Nos. (632) 921-3541 to 80 • Fax No. (632) 921-2468
Website: www.napocor.gov.ph



CONTRACT NO. LOG MSSP 2023-06-042-MDC

REPAIR OF THE DAMAGED PORTIONS DOWNSTREAM OF THE
FLIP BUCKET OF SAN ROQUE SPILLWAY
PR No. HO-DRW23-001 / PB230117-HG

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 -

BDA JR. CONSTRUCTION, a single proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Purok 3, Tagaran, Cauayan City, Isabela, Philippines, herein represented by its Manager/Sole Proprietor, **MR. BETTY D. ABUAN JR.**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 30 December 2022, NPC posted the Invitation to Bid for the Public Bidding for the Repair of the Damaged Portions Downstream of the Flip Bucket of San Roque Spillway;

WHEREAS, there were three (3) prospective bidders who secured the bidding documents and participated in the bidding conducted on 23 January 2023 on the aforesaid undertaking;


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:

Contract between NPC and BDA Jr. Construction
Repair of the Damaged Portions Downstream of the Flip Bucket of San Roque Spillway
Contract No. LOG MSSP 2023-06-042-MDC

BDA JR. CONSTRUCTION
(CONTRACTOR)

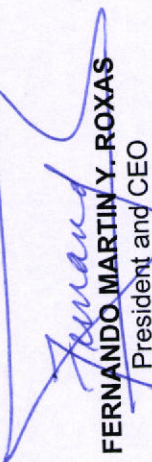

BETTY D. ABUAN JR.
Manager/Sole Proprietor

SIGNED IN THE PRESENCE OF:

BY: 
JOCELYN C. ABUAN
(CONTRACTOR)

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

NATIONAL POWER CORPORATION
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

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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 the Damaged Portions Downstream of the Flip Bucket of San Roque Spillway under PR No. HO-DRW23-001 / PB230117-HG;
2. Corporate Secretary's Certificate No. NPB-OCS-23-201 dated 11 May 2023;
3. Post-qualification Report dated 17 February 2023;
4. Bid Opening Report dated 24 January 2023;
5. CONTRACTOR's bid proposal dated 23 January 2023;
6. Notice of Award dated 01 June 2023;
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 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 works to be performed under Repair of the Damaged Portions Downstream of the Flip Bucket of San Roque Spillway shall include, but not limited to the following:

- a. Mobilization and establishment of the Contractor's complete construction camp and various temporary facilities;
- b. Construction of access road;
- c. Site preparation and topographic survey, including layout and staking of construction site;
- d. Demolition of the existing concrete crown and slab at elev. 141;
- e. Restoration of concrete slab at elev. 141 including grouting for the old and new concrete connection and sealant for the gap of the flip bucket wall and slab;


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Manager/Sole Proprietor

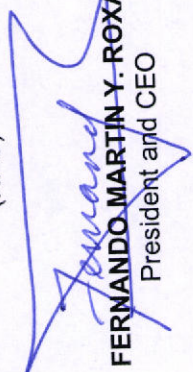
BY:

SIGNED IN THE PRESENCE OF:


JOCELYN C. ABUAN
(CONTRACTOR)

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


NATIONAL POWER CORPORATION
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

Handwritten mark

BDA JR. CONSTRUCTION
(CONTRACTOR)


BETTY D. ABUAN JR.
Manager/Sole Proprietor

- f. Concreting of upper right bank slab at elev. 141;
- g. Rock chipping, clearing and base/foundation preparation;
- h. Furnishing, boring and installation of rock dowels including grouting;
- i. Furnishing, cutting, bending and installation of reinforcing steel bars;
- j. Concreting of scoured damaged section and protection structures for the existing apron as specified in the bid drawings;
- k. Removal of the embanked materials/aggregates used for construction access and returning it to the designated quarry area as instructed by the NPC with coordination of SRPC; and
- l. Demobilization and removal/clearing of the Contractor's construction camp/facilities.

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 Technical Specifications) for the Repair of the Damaged Portions Downstream of the Flip Bucket of San Roque Spillway.

MINIMUM REQUIRED PERSONNEL

For the duration of the contract, the Contractor shall have the following minimum required personnel assigned to the project:

- 1. Project Manager – One (1) Registered Civil Engineer who had supervised at least one (1) similar project in nature as to the type and cost of the proposed project within the last ten (10) years. Must have at least five (5) years' professional experience as Civil Engineer on similar project.
- 2. Materials Engineer – One (1) Registered Civil Engineer with valid accreditation from the Department of Public Works and Highways (DPWH) as Materials Engineer II.
- 3. Safety and Health Practitioner – One (1) Construction Safety and Health Practitioner who is an Occupational Safety and Health Practitioner (OSH Practitioner) in construction with accreditation from the Department of Labor and Employment (DOLE).

MINIMUM REQUIRED CONSTRUCTION EQUIPMENT

The list of construction equipment (owned or leased) shall include the following:

Dozer (with accessories), at least 312hp flywheel power	1 unit
Wheel loader (front load), at least 3m ³ bucket	1 unit
Road Grader, at least 12' blade	1 unit
Transit Mixer, 7m ³	2 units
Pump Crete, 43 meter length	1 unit

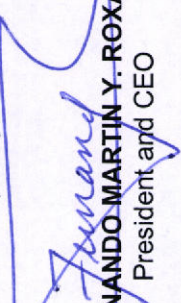
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SIGNED IN THE PRESENCE OF:

BY: 
JOSEPH C. ABUAN
(CONTRACTOR)


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

NATIONAL POWER CORPORATION
(NPC)

BY: 
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President and CEO

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Concrete Hydraulic Breaker	2 units
Excavator (30 tons)	1 unit
Dump Truck (10 wheeler)	4 units
Drilling Machine for rock dowels	1 unit
Service Vehicle (4x4 pick-up)	2 units

**ARTICLE III
COMMENCEMENT AND COMPLETION PERIOD**

The CONTRACTOR shall complete the works as herein specified within **one hundred eighty (180) calendar days**. The contract period is inclusive of fifteen (15) unworkable days considered unfavorable for the execution of the works. The total contract duration shall be reckoned from the date of contract effectivity as specified in the Notice to Proceed.

The project is located at San Roque Multipurpose Power Complex, San Roque, San Manuel, Pangasinan.

**ARTICLE IV
PAYMENT**

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 is the total amount of and not exceeding **PHILIPPINE PESOS SEVENTY MILLION FOUR HUNDRED EIGHT THOUSAND EIGHT HUNDRED FIFTY FOUR AND 29/100 (PHP 70,408,854.29)**.

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
EXTENSION OF CONTRACT**

No extension of contract time shall be granted the CONTRACTOR due to (i) ordinary unfavorable weather conditions; (ii) inexcusable failure or negligence of CONTRACTOR to provide the required supplies, materials or equipment; and (iii) when the reason given for the extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of contract documents agreed upon by the parties before NOA acceptance.

NPC shall not be liable for any claim associated with the extension of contract time unless it has examined the facts as well as the extent of delay, and has agreed in writing that the CONTRACTOR is entitled for an extension of time.


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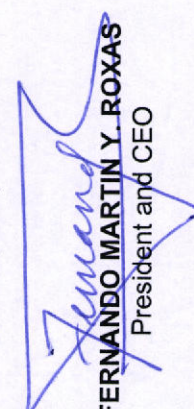
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ALEXANDER P. JAPON
Vice President, Admin and Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

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ARTICLE VI
ENTIRE CONTRACT

This is an entire contract for one whole complete work and that partial payments made by NPC, or the use of parts of the work, or its equivalent, shall not constitute as an acceptance of any part of the work before its entire completion and final acceptance in writing by NPC.

ARTICLE VII
CONTRACTOR'S LIABILITY

The Parties hereby agree that the employees of the CONTRACTOR are not employees of NPC. NPC 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, including its sub-contractor, agent, or supplier, whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify NPC for whatever injury or damages caused or occasioned by the failure, negligence or conduct of the CONTRACTOR and/or its employees, sub-contractors, agents, suppliers or consultants arising out of on in connection with or on the occasion of the performance of the Contract. The CONTRACTOR shall, at all times, stand solely liable and/or responsible for the enforcement of and compliance with all existing laws, rules and regulations; and binds itself to save and hold NPC free and harmless from any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation.

ARTICLE VIII
RESPONSIBILITY OF THE CONTRACTOR

The CONTRACTOR shall assume full responsibility for the entire contract work until its final acceptance by NPC and shall be held responsible for any damage or destruction of works until final acceptance.

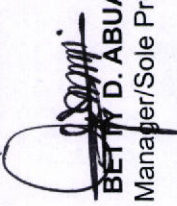
ARTICLE IX
NON-ASSIGNMENT AND NO SUBCONTRACT

The CONTRACTOR 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 CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.

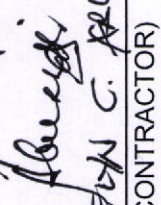
If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC,

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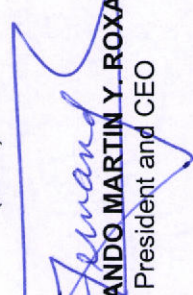
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NATIONAL POWER CORPORATION
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

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

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provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

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 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 carry out valid orders given by NPC, failure to perform any provisions of this contract, and due to adjustment of plans to suit field conditions as found necessary by NPC during construction. The CONTRACTOR shall immediately comply with work suspension, either wholly or partly.

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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the contractor gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

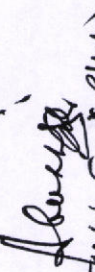
Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

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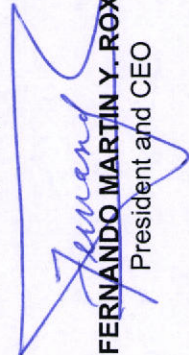
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ALEXANDER P. JAPON
Vice President, Admin and Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

**ARTICLE XIII
REMEDY AND RELIEF**

Should there be any dispute or controversy in connection with this Contract, the Parties, as far as practicable, shall settle it amicably. In the event that such dispute or disagreement be not resolved to the parties' satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law". Provided, however, that disputes within the competence of the Construction Industry Arbitration Commission shall be submitted thereto, Arbitration proceedings shall be without prejudice to the right of the NPC to rescind or terminate this Contract.

Should NPC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR shall be liable to NPC for attorney's fees in the amount equivalent to twenty percent (20%) of the sum total claimed in the complaint, exclusive of other damages and the expenses of litigation.

In case of dispute or disagreement arises between NPC and the CONTRACTOR regarding the manner by which the latter is performing works, the CONTRACTOR shall follow the instruction of NPC relative thereto, otherwise, the CONTRACTOR shall have no right to ask for arbitration or go to court for relief.

**ARTICLE XIV
PERFORMANCE SECURITY**

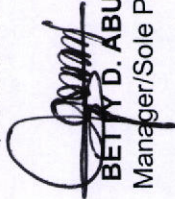
To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR shall post a performance security which shall remain valid and effective during the contract duration.

- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee 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 Ten Percent (10%) 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.
- 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.

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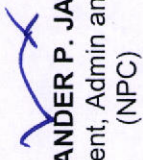
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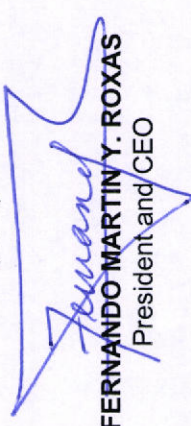
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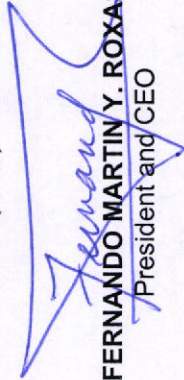

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

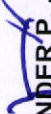
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NATIONAL POWER CORPORATION
(NPC)

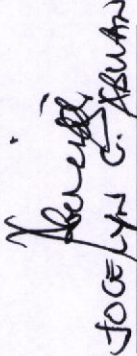
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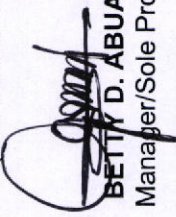
SIGNED IN THE PRESENCE OF:


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

BY:


JOE LYN C. ABUAN
(CONTRACTOR)

BDA JR. CONSTRUCTION
(CONTRACTOR)


BETTY D. ABUAN JR.
Manager/Sole Proprietor

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 XV
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.

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ARTICLE XVI
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.

ARTICLE XVII
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).

ARTICLE XVIII
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 XIX
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.

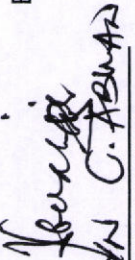
Contract between NPC and BDA Jr. Construction
Repair of the Damaged Portions Downstream of the Flip Bucket of San Roque Spillway
Contract No. LOG MSSP 2023-06-042-MDC

BDA JR. CONSTRUCTION
(CONTRACTOR)


BETTY D. ABUAN JR.
Manager/Sole Proprietor

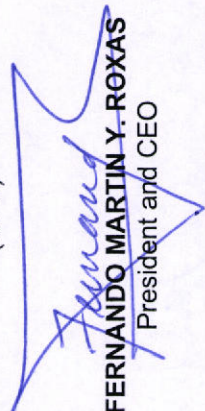
SIGNED IN THE PRESENCE OF:

BY:


JOSEPH C. ABUAN
(CONTRACTOR)

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

NATIONAL POWER CORPORATION
(NPC)


FERNANDO MARTIN Y. ROXAS
President and CEO

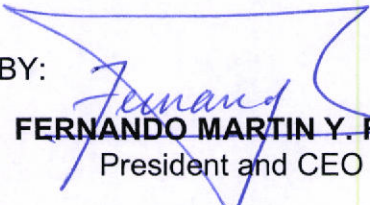
BY:

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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 04th day of July, 2023 at Quezon City, Philippines.


NATIONAL POWER CORPORATION
(NPC)

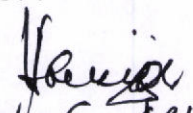
BDA JR. CONSTRUCTION
(CONTRACTOR)

BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

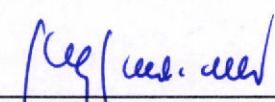
BY: 
BETTY D. ABUAN JR.
Manager/Sole Proprietor

SIGNED IN THE PRESENCE OF:


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


JOCelyn C. ABUAN
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Senior Department Manager, Finance

over (1)

CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2023
JOB ORDER	: W0# A100104
COST CENTER	: 2901002
AMOUNT	: ₱ 30,402,854.29

Contract between NPC and BDA Jr. Construction
Repair of the Damaged Portions Downstream of the Flip Bucket of San Roque Spillway
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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 04 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 twelve (12) 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. 323 ;
Page No. 66 ;
Book No. 1 ;
Series of 2023.

MTY. 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
CLE 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 BDA Jr. Construction
Repair of the Damaged Portions Downstream of the Flip Bucket of San Roque Spillway
Contract No. LOG MSSP 2023-06-042-MDC

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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

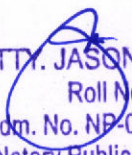
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of JUN 16 2023 2023, personally appeared **MR. BETTY D. ABUAN JR.**, Manager/ SoleProprietor, **BDA JR. CONSTRUCTION** with Identification Document in the form of PRC ID # 0076005, issued by PRC at MANILA, on 06-17-1996, known to me and to me known to be the same person who executed the foregoing instrument consisting of twelve (12) 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, 2023
IBP Lifetime No.: _____
PTR No.: _____

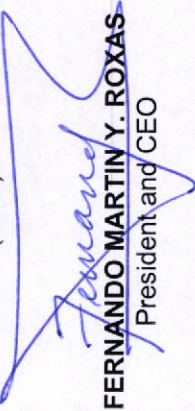
Doc. No.: 445
Page No.: 89
Book No.: 779
Series of 2023.


ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-070 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2023
No. 7M Sct. Borromeo St. cor. Panay Ave., Q.C.
IBP No. 259495; Q.C.; 1-3-2023
PTR No. 4007196; Q.C.; 1-3-2023
MCLE VII-0019570; 5-30-22


Contract between NPC and BDA Jr. Construction
Repair of the Damaged Portions Downstream of the Flip Bucket of San Roque Spillway
Contract No. LOG MSSP 2023-06-042-MDC


KL

NATIONAL POWER CORPORATION
(NPC)


BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:


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

BY: 
JOCelyn C. ABUAN
(CONTRACTOR)

BDA JR. CONSTRUCTION
(CONTRACTOR)


BETTY D. ABUAN JR.
Manager/Sole Proprietor

ANNEX A

SECTION VII - BILL OF QUANTITIES REPAIR OF THE DAMAGED PORTIONS DOWNSTREAM OF THE FLIP BUCKET OF SAN ROQUE SPILLWAY PR No. HO-DRW23-001 / PB230117-HG

ITEM NO.	PARTICULARS	TOTAL AMOUNT IN FIGURES PHIL. PESO
Civil Works		
CW.1	Construction of Access Road	8,492,900.00
CW.2	Concrete Crown and Slab	25,330,254.95
CW.3	Concreting of Slab at Upper Level	21,723,691.45
CW.4	Protection of Plunge Pool Concrete Slab and Apron	14,862,623.65
TOTAL AMOUNT		70,409,470.05
AS RECOMMENDED BY THE BIDS AND AWARDS COMMITTEE (BAC)		70,408,854.29

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