

DELTA CONSTRUCTION AND MARINE SERVICES (CONTRACTOR)

[Signature]
NERY F. HUMIDING
President

PRESENCE OF:

[Signature]
LARRY I. SABELLINA
(CONTRACTOR)
ASST. ACCOUNTING & ADMIN
MANAGER

SIGNED IN THE

[Signature]
ALEXANDER P. JAPON
VP- Admin & Finance
(NPC)

NATIONAL POWER CORPORATION (NPC)

[Signature]
LARRY I. SABELLINA
Vice-President, SRUG

CONTRACT NO. LOG MSSP 2022-09-085-ZCT

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 200 KL FOST INCLUDING CONSTRUCTION OF CONTAINMENT WALL FOR EXISTING FOST AND ASSOCIATED FACILITIES FOR TORRIJOS DPP

PR NO. S1-TOR22-001 / PB220627-AD00196 (PB2)

KNOW ALL MEN BY THESE PRESENTS:

BY:

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, **LARRY I. SABELLINA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

DELTA CONSTRUCTION AND MARINE SERVICES, a sole proprietary duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Units 4 & 5, Decada Building, Roman Superhighway, Barangay Camacho, Balanga City, Bataan, Philippines herein represented by its President, **NERY F. HUMIDING**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 05 July 2022, NPC posted the Invitation to Bid for the second public bidding for the Supply, Delivery, Installation and Test of 1 x 200 KL FOST including Construction of Containment Wall for existing FOST and Associated Facilities for Torrijos DPP;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 25 July 2022, 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;

Contract between NPC and Delta Construction and Marine Services
Supply, Delivery, Installation and Test of 1 x 200 KL FOST including Construction of
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Contract No. LOG MSSP 2022-09-085-ZCT

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DELTA CONSTRUCTION AND MARINE SERVICES (CONTRACTOR)

NERY F. HUMIDING President

PRESENCE OF:

BY:

RODOLFO ANIL I. TIERRAS (CONTRACTOR) ASST. ACCOUNTING & ADMIN MANAGER

SIGNED IN THE

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

NATIONAL POWER CORPORATION (NPC)

BY:

LARRY I. SABELLINA Vice-President, SPOG

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. Bidding Documents for the Supply, Delivery, Installation and Test of 1 x 200 KL FOST including Construction of Containment Wall for existing FOST and Associated Facilities for Torrijos DPP under PR No. S1-TOR22-001/PB220627-AD00196 (PB2);
2. All other drawings, work program and bidding forms including all documents now existing on file/or to be made and agreed upon by the parties during the contract period relative to the works;
3. Post-qualification Report dated 12 August 2022;
4. Bid Opening Report dated 26 July 2022;
5. CONTRACTOR's bid proposal dated 22 July 2022;
6. Notice of Award dated 13 September 2022;
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 work to be done under this section shall comprise the furnishing of all labor, tools, equipment, supply and appurtenant materials and other incidentals to complete and make ready all the works enumerated hereunder in accordance with the Specifications contained herein and as shown in the drawings or otherwise directed by the NPC which shall consist of but not limited to the following:

Contract between NPC and Delta Construction and Marine Services Supply, Delivery, Installation and Test of 1 x 200 KL FOST including Construction of Containment Wall for existing FOST and Associated Facilities for Torrijos DPP Contract No. LOG MSSP 2022-09-085-ZCT

NATIONAL POWER CORPORATION
(NPC)

BY:

~~LARRY I. SABELLINA~~
Vice-President, SPUS

SIGNED IN THE

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

PRESENCE OF:

~~ROSE ANN I. TIMBANG~~
(CONTRACTOR)
ASST. ACCOUNTING & ADMIN
MANAGER

DELTA CONSTRUCTION AND
MARINE SERVICES
(CONTRACTOR)

BY:

NERYF HUMIDING
President

- a) Mobilization/establishment of Contractor's complete construction camp and other facilities;
- b) Site development/grading works, clearing/cutting of plants, disposal of excavated and excess material from backfill/fill the areas to be designated by NPC;
- c) Supply, fabrication, erection/installation and test of 1 x 200 KL Fuel Oil Storage Tank with nominal diameter of 6m and height of 7.2m complete with valves, all tank appurtenances and accessories shown on the drawings and specified in relevant specifications including tank calibration, testing (radiographic & hydrostatic), sandblasting and testing;
- d) Supply, installation and test of one (1) set 18m³/h at 30m head Fuel Oil Transfer Pump, 240V, 1-phase, 60Hertz, gear type complete with built-in relief valve, associated isolation valves, strainer, flow meter, electrical amenities, control & instrumentation and other accessories described in this specification;
- e) Supply, Installation and Test of Pump Motor Power Supply including necessary control, monitoring and protective devices;
- f) Supply, Installation and Test of Power Lighting System;
- g) Supply, Laying and Test of Insulated Copper Conductors;
- h) Supply and Installation of Conduit System;
- i) Construction of oil-water separator and containment wall for the existing 2 x 50kL fuel oil storage tank;
- j) Construction of complete foundation for the fuel oil storage tank, concrete slab in tank farm and its concrete containment walls and posts including drain pits and valve boxes;
- k) Construction of fuel oil transfer pump house complete with electrical amenities and concrete foundation for fuel oil transfer pump;
- l) Supply, installation and test of waste oil/water drain pipes including the required excavation and backfilling works and necessary interconnection works with existing drainage systems as applicable and shown on the drawings;
- m) Supply, installation and test of fuel oil pipes, pipe fittings, pipe supports, associated valves and accessories, required excavation and backfilling works, interconnection works with existing fuel piping system, coating and painting;
- n) Supply and installation of two (2) set of Foam (AFFF) wheeled type fire extinguisher complete with self-contained cylinder mounted on a frame with handle, floor stand and steel wheels, 125L (33 gallons) capacity complete with associated valves, dial gauge indicator, nitrogen expellant tank for unit pressurization, appropriate size of discharge hose of 15m long fitted with couplings and foam nozzle assembly;

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BY:


NERY F. HUMIDING
President

- o) Supply and installation of One (1) Unit of Portable Type Fire Extinguisher, Clean Agent (HCFC or Halotron I Type), 7.1 kg. (15.5 lbs.) wall-hung type and UL/FM approved;
- p) One (1) unit of 10m long fuel oil sounding tape;
- q) Tagging and marking for all supplied equipment including tank valves and piping in accordance with the requirements of the relevant technical specifications;
- r) Corrosion protection and painting;
- s) Demobilization including clearing of site/demolition of Contractor's camp facilities; and
- t) All other works and services required to complete the project.

CONTRACTOR'S CLASSIFICATION

The Contractor must have a valid Philippine Contractors Accreditation Board (PCAB) License Category of at least "CATEGORY D - GENERAL BUILDING" and registration classification of at least "SMALL B - BUILDING AND INDUSTRIAL PLANT" OR at least "SMALL B - MECHANICAL WORK".

MINIMUM REQUIRED PERSONNEL

The list of key personnel shall include the following minimum requirements:

a. One (1) Project/Site Engineer

Professional Civil Engineer who had supervised at least a project similar in nature as to the type of the proposed project within the last 10 years. Must have 3 years professional as Civil Engineer on similar project.

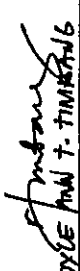
b. One (1) Safety Officer 2

Construction Safety Officer who has completed at least forty (40) hours of Construction Safety and Health Training (COSH) from Occupational Safety and Health Center (OSHC) or Safety Training Organizations (STOs) accredited by the Department of Labor and Employment (DOLE).


With valid Professional Regulations Commission (PRC) license for professional personnel. Construction Safety and Health Training Certificate from OSHC/STOs accredited by DOLE for the Safety Officer, certificate of accreditation including ID card issued by DPWH for Materials Engineer.

The above key personnel must either be employed by the Bidder or contracted by the Bidder to be employed for the contract to be bid.

PRESENCE OF:



NOELLE T. TIMARALS
(CONTRACTOR)
ASST. ACCOUNTING & ADMIN. MANAGER

SIGNED IN THE


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


NATIONAL POWER CORPORATION (NPC)

BY:


LARRY J. SABELLINA
Vice-President, SPUG

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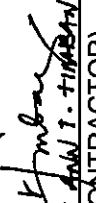
BY:  NERY F. HUMIDING
President

MINIMUM REQUIRED CONSTRUCTION EQUIPMENT

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

- a. Welding machine (300 A min.) - 1 unit
- b. Bar cutter (32mm dia. Capable) - 1 unit
- c. Concrete mixer (1 bagger) - 1 unit
- d. Oxy-acetylene cutting outfit - 1 unit
- e. Water Truck (500gal. cap) - 1 unit
- f. Concrete vibrator (3.5HP) - 1 unit
- g. Vibrator Plate Compactor - 1 unit
- h. Cargo Truck - 1 unit

PRESENCE OF:

 ROXCE ANN T. TIMBATANG
(CONTRACTOR)
ASST. ACCOUNTING & ADMIN
MANAGER

ARTICLE III COMMENCEMENT AND COMPLETION PERIOD

The work duration of the project is **one hundred eighty (180) calendar days** which shall become effective from receipt of Notice to Proceed. The⁷ total contract period is inclusive of twenty (20) rainy/unworkable days, considered unfavorable for the execution of works at the site.

SIGNED IN THE

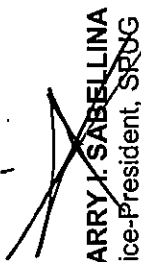
 ALEXANDER P. JAPON
VP- Admin & Finance
(NPC)

ARTICLE IV PAYMENTS

For and in consideration of the WORK to be undertaken by the 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 total amount of and not exceeding **PHILIPPINE PESOS: EIGHT MILLION NINETEEN THOUSAND NINE HUNDRED FIFTY NINE PESOS AND 39/100 (P 8,019,959.39),**

Payment of 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.

NATIONAL POWER CORPORATION (NPC)

BY:  LARRY SABELLINA
Vice-President, SRUG

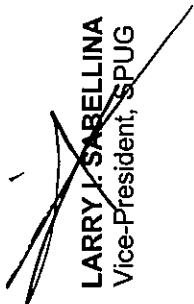
ARTICLE V EXTENSION OF CONTRACT TIME

No extension of contract time shall be granted to 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

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NATIONAL POWER CORPORATION
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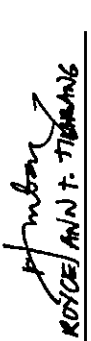
BY:


LARRY J. SABELLINA
Vice-President, SPUG

SIGNED IN THE


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

PRESENCE OF:


ROYCE A. N. T. TIERNAN
(CONTRACTOR)
ACCT. ACCOUNTING & ADMIN
MANAGEMENT

DELTA CONSTRUCTION AND
MARINE SERVICES
(CONTRACTOR)

BY:


NERY F. HUMDING
President

original contract time during the conduct of detailed engineering and in the preparation of contract documents agreed upon by the parties before contract perfection.

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.

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.

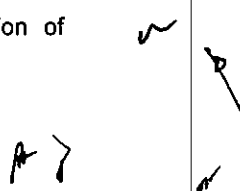
ARTICLE VII
CONTRACTOR'S LIABILITY

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 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 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 there from 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.

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**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, 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.

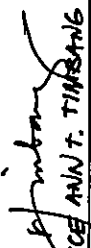
**ARTICLE XI
SUSPENSION OF WORK**

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.

DELTA CONSTRUCTION AND
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(CONTRACTOR)

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NERY F. HUMIDING
President

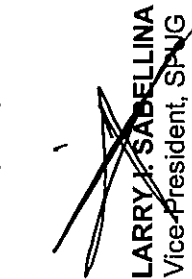
PRESENCE OF:

BY: 
ANITA T. TINSARANIG
(CONTRACTOR)
ASST. ACCOUNTING & ADMIN
MANAGER

SIGNED IN THE

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

NATIONAL POWER CORPORATION
(NPC)

BY: 
LARRY J. SABELLINA
Vice-President, SP/SG

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DELTA CONSTRUCTION AND MARINE SERVICES (CONTRACTOR)

NERV F. HUMIDING
President

BY:

PRESENCE OF:

[Signature]
ROXEL ANN T. TRISANK
(CONTRACTOR)
AACT - ACCOUNTING & ADMIN
MANAGER

SIGNED IN THE

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

NATIONAL POWER CORPORATION (NPC)

LARRY T. SABELLINA
Vice-President, SPUG

BY:

**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.

**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.

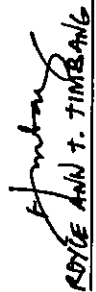
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DELTA CONSTRUCTION AND
MARINE SERVICES
(CONTRACTOR)



NERY F. HUMIDING
President

BY:

PRESENCE OF:


KYLE ANN T. TIMBANG
(CONTRACTOR)
AGT. AUDITING & ADMIN
MANAGER

SIGNED IN THE


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

NATIONAL POWER CORPORATION
(NPC)


LARRY T. SABELLINA
Vice-President, SPUG

BY:

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,

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.

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DELTA CONSTRUCTION AND
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NERY R. HUMIDING
President

BY:

PRESENCE OF:


ROXIE ANN T. TUMBALAGA
(CONTRACTOR)
ASST. ACCOUNTING & ADMIN
MANAGER

SIGNED IN THE


ALEXANDER P. JAPON
VP- Admin & Finance
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NATIONAL POWER CORPORATION
(NPC)


LARRY J. SABELLINA
Vice-President, SPUG

BY:

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
WARRANTY SECURITY/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 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.

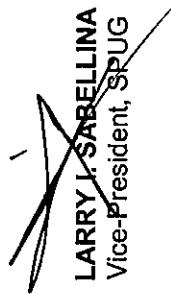
**ARTICLE XVII
WARRANTY CLAUSE**

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

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BY:


LARRY J. SABELLINA
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SIGNED IN THE


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PRESENCE OF:


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ASST. ACCOUNTING & ADMIN
MANAGER

DELTA CONSTRUCTION AND
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(CONTRACTOR)

BY:

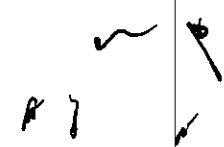

NERY F. HUMIDING
President

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.

Contract between NPC and Delta Construction and Marine Services
Supply, Delivery, Installation and Test of 1 x 200 KL FOST including Construction of
Containment Wall for existing FOST and Associated Facilities for Torrijos DPP
Contract No. LOG MSSP 2022-09-085-ZCT



**ARTICLE XIX
VENUE OF ACTION**

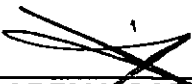
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 11TH day of OCTOBER, 2022 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION
(NPC)**

**DELTA CONSTRUCTION AND
MARINE SERVICES
(CONTRACTOR)**

BY:



LARRY I. SABELLINA
Vice-President, SPUG

BY:

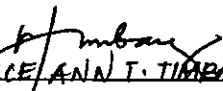


NERY F. HUMIDING
President

SIGNED IN THE PRESENCE OF:

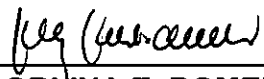


ALEXANDER P. JAPON
VP-Admin & Finance
(NPC)



ROSCELINA T. TIMBANG
(CONTRACTOR)
ASST. ACCOUNTING & ADMIN
MANAGER

FUNDS AVAILABLE



LORLINA E. BOMEDIANO
Senior Dept. Manager, Finance

Non-comb (m)
CERTIFIED FUNDS AVAILABLE
PERIOD: 2022
JOB ORDER: WOH EGO1A49
POST CENTER: SSK 2053
AMOUNT: ₱8,019,959.39

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

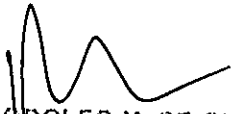
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of 10 OCT 2022 2022, personally appeared **MR. LARRY I. SABELLINA, VICE-PRESIDENT, SMALL POWER UTILITIES GROUP**, with Document Identification in the form of Company ID No. _____ known to me and known to be the same person who executed the foregoing instrument consisting of fourteen (14) pages, including the pages wherein the acknowledgements are written, all pages signed by party 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, 2022
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 40 ;
Page No. 17 ;
Book No. 5 ;
Series of 2022.


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. 201548; 02/08/2022; R3-1
PTR No. 2614399; 02/08/2022; Quezon City
MCLE No. VI-0025196; 04/08/19, Pao...
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Contract between NPC and Delta Construction and Marine Services
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Contract No. LOG MSSP 2022-09-085-ZCT


REPUBLIC OF THE PHILIPPINES)
BALANGA CITY, BATAAN) S.S

ACKNOWLEDGEMENT

BALANGA CITY, BATAAN

BEFORE ME, a Notary Public for and in Philippines, this 27th day of SEPTEMBER, 2022, personally appeared **MS. NERY F. HUMIDING, PRESIDENT, DELTA CONSTRUCTION AND MARINE SERVICES** with Identification Document in the form of TIN ID, issued by BIL BALANGA at BALANGA, BATAAN, on 08 SEP 2017, known to me and known to be the same person who executed the foregoing instrument consisting of fourteen (14) pages, including the pages wherein the acknowledgements are written, all pages signed by party and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

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


ATTY. VINCENT EMMANUEL T. CRUZ
NOTARY PUBLIC FOR BALANGA CITY
Notary Public
NC NO. 394-22 UNTIL DEC. 31, 2023
Date of Commission: 03/12/2022
PTR NO. 3942556; BALANGA CITY; 02/22/22
IBP Lifetime No. 177170; BATAAN; 12/22/21
RTR No. C. VII-0001751; 12/03/19
ROLL NO. 49679

Doc. No.: 146
Page No.: 31
Book No.: 19
Series of 2022.

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Contract No. LOG MSSP 2022-09-085-ZCT

2. 7/14

R 7



NATIONAL POWER CORPORATION
(NPC)

BY:

[Signature]
LARRY T. SABELLINA
Vice-President, SPUG

SIGNED IN THE

[Signature]
ALEXANDER P. JAPON
VP- Admin & Finance
(NPC)

PRESENCE OF:

[Signature]
KOYCE ANN T. DAMBANG
(CONTRACTOR)
ASST. ACCOUNTING & ADMIN
MANAGER

DELTA CONSTRUCTION AND
MARINE SERVICES
(CONTRACTOR)

BY:

[Signature]
NERVY F. HUMIDING
President

"ANNEX A"

**SECTION VII - SCHEDULE OF REQUIREMENTS
SUMMARY
BID PRICE SCHEDULE**

**SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 200
KL FOST INCLUDING CONSTRUCTION OF CONTAINMENT
WALL FOR EXISTING FOST AND ASSOCIATED FACILITIES
FOR TORRIJOS DPP**

PR NO. S1-TOR22-001 / PB220672-AD (PB2)

ITEM NO	PARTICULARS	TOTAL PESO EQUIVALENT
		Phil. Peso
1	CIVIL WORKS	2,512,692.58
2	ELECTRICAL WORKS	272,189.55
3	MECHANICAL WORKS	5,235,077.26
TOTAL CONTRACT AMOUNT/PHP:		8,019,959.39,

and this

[Handwritten marks]