

ORIGINAL

MJ APIN BUILDERS
(CONTRACTOR)

[Signature]
MAGARIO P. APIN II
General Manager

BY:

CONTRACT NO. LOG MSSP 2022-11-112-ALC

REPAIR AND REHABILITATION OF POWERHOUSE, OFFICE BUILDING
AND ASSOCIATED STRUCTURES OF MARINAWA
DIESEL POWER PLANT

PR No. S1-MRN22-002 / PB220707-AD00238,

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 Vice President, Small Power Utilities Group, **MR. LARRY I. SABELLINA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

MJ APIN BUILDERS, a single proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Queborac Drive, Bagumbayan Sur, Naga City, Philippines herein represented by its General Manager, **MR. MACARIO P. APIN II**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 17 June 2022, NPC posted the Invitation to Bid for the Public Bidding for the Repair and Rehabilitation of Powerhouse, Office Building and Associated Structures of Marinawa Diesel Power Plant;

WHEREAS, there were three (3) prospective bidders who secured the bidding documents and participated in the bidding conducted on 07 July 2022 on the aforesaid undertaking;

Contract between NPC and MJ Apin Builders
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SIGNED IN THE PRESENCE OF:

[Signature]
(CONTRACTOR)

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

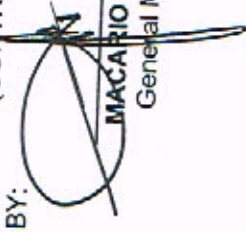
NATIONAL POWER CORPORATION
(NPC)

[Signature]
LARRY I. SABELLINA
Vice President, Small Power Utilities Group

BY:

[Handwritten initials and marks]

MJ APIN BUILDERS
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BY: 

MACARIO P. APIN II
General Manager

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

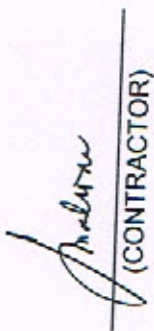
The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Bid Documents for the Repair and Rehabilitation of Powerhouse, Office Building and Associated Structures of Marinawa Diesel Power Plant (PR No. S1-MRN22-002/PB220707-AD00238;
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 04 August 2022;
4. Post-qualification Report dated 10 October 2022;
5. CONTRACTOR's bid proposal dated 07 July 2022;
6. Notice of Award dated 08 November 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.

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Vice President - Admin & Finance
(NPC)

SIGNED IN THE PRESENCE OF:


(NPC)

LARRY I. SABELLINA
Vice President, Small Power Utilities Group

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ARTICLE II
SCOPE OF WORK


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

- a. Mobilization/establishment of Contractor's complete construction camp and other facilities;
- b. Demolition/Dismantling of corroded and dilapidated existing roofing and siding materials;
- c. All Architectural Works
 - 1. Concrete and Mansory Works, including surface preparation; Ceiling Works including hardware's and accessories; Fenestration Works including accessories and painting works; All carpentry and joinery works.
 - 2. Supply and installation of pre-fabricated roofing and siding sheets; repainting of gate; and
 - 3. All other works and services required to complete the project.
- d. All Civil Works
 - 1. Moving-in including furnishing, superintendence, construction, operation and maintenance of general construction facilities and moving-out thereof after completion and acceptance;
 - 2. Complete construction of all structural components (i.e. columns, beams, walls, slabs, etc.) including fabrication, installation/ erection and pre-painting of metal/steel structures;
 - 3. Repair and rehabilitation of gate; and
 - 4. All other works and services including those are not specifically detailed herein but are required to fully complete the project.
- e. Electrical Works
 - 1. Supply, Installation and Test of Complete Lighting and Power System.

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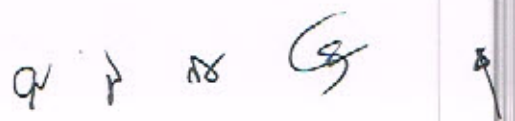
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- f. Mechanical Works
 - 1. One (1) Unit of Inverter-Split Type Wall Mounted Air Conditioner Of 26,500kJ/hr minimum cooling capacity for Conference Room, complete with controls (infrared remote) and other necessary accessories as described in the technical specification;
 - 2. Six (6) units of Centrifugal Roof Ventilator, 20,000 m³/hr minimum capacity for Powerhouse, complete with its mounting accessories and control; and
 - 3. All other works and services required to complete the project.

**ARTICLE III
COMMENCEMENT AND COMPLETION PERIOD**

The CONTRACTOR shall complete the works as herein specified within **(180) calendar days**, The contract period is inclusive of twelve (12) 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.

**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 total amount of **PHILIPPINE PESOS SIX MILLION SIXTY SIX THOUSAND SEVEN HUNDRED AND 74/100 PESOS (PHP 6,066,700.74)**,

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.

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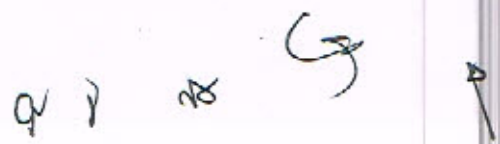

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ARTICLE V
EXTENSION OF CONTRACT

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 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 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.

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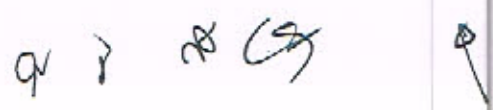
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ARTICLE VIII
RESPONSIBILITY OF THE CONTRACTOR

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 subcontract 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.

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**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
PRETERMINATION**

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

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