

CONTRACT NO. LOG MSSP 2022-11-116-JBO**SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF
ONE (1) UNIT MARINE SEWAGE TREATMENT PLANT FOR PB 106
S1-B0622-006 / PB220607-NA00368(PB2)**

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 -

GOLDEN ARROW TRADING a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 17 San Lorenzo St., San Vicente Village, Maysilo, Malabon City, herein represented by its Sales Executive, **MS. TRINA ALEC R. DELOS REYES**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That -

WHEREAS, on 04 September 2022, NPC posted the Invitation to Bid for the 2nd Public Bidding for the Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Marine Sewage Treatment Plant for PB 106;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the 2nd public bidding conducted on 27 September 2022;

WHEREAS, SUPPLIER's bid offer was considered as the single calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the SUPPLIER;

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 Golden Arrow Trading
Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Marine Sewage Treatment Plant for PB 106
Contract No. LOG MSSP 2022-11-116-JBO


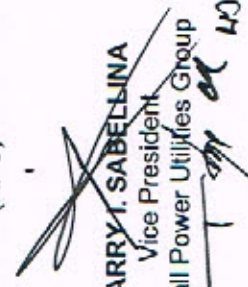
GOLDEN ARROW TRADING
(SUPPLIER)

TRINA ALEC R. DELOS REYES
 Sales Executive

BY:

SIGNED IN THE PRESENCE OF:


Genio D. Pantoja
 (SUPPLIER)


MAXIMO A. DELOS REYES
 Acting Manager,
 Operations Planning and
 Performance Department
 (NPC)
NATIONAL POWER CORPORATION
(NPC)

LARRY I. SABELLINA
 Vice President
 Small Power Utilities Group

BY:

GOLDEN ARROW TRADING
(SUPPLIER)

BY:

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:

TRINA ALEC R. DELOS REYES
Sales Executive

MAXIMO A. DELOS REYES
Acting Manager,
Operations Planning and
Performance Department
(NPC)

LARRY J. SABELLINA
Vice President
Small Power Utilities Group

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, Test and Commissioning of One (1) Unit Marine Sewage Treatment Plant for PB 106, PR No. S1-B0622-006 / PB220607-NA00368(PB2);
2. Supplemental/Bid Bulletin Nos. 1 and 2 dated 09 September 2022 and 20 September 2022;
3. Notice of Award dated 15 November 2022;
4. Post Qualification Report dated 19 October 2022;
5. Bid Opening Report dated 29 September 2022;
6. SUPPLIER's bid proposal dated 26 September 2022;
7. Notice to Proceed; and
8. The Performance Security to be filed by SUPPLIER 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 WORKS

The scope of work shall cover the Supply, Delivery, Installation, Test and Commissioning of One (1) Unit brand new Marine Sewage Treatment Plant for PB 106 with complete auxiliary equipment & devices, control & protection devices, and other necessary works/services including but not limited to the following:


1. Installation at PB 106, Romblon, Romblon;
2. Conduct testing, commissioning and training of NPC personnel including familiarization of operation and maintenance of main equipment and its accessories;
3. Coordinate at all times to the project proponent/duly authorized representative (Maintenance/Operations/PTS personnel), Safety, Pollution and Control Officer during the execution of the contracted work;
4. Comply with the following Safety requirements during installation, conduct of testing and commissioning:
 - a. Conduct/undergo safety orientation on personnel/workers prior to work commencement by the contractor;
 - b. Prepare environmental health and safety (EHS) Hazards Risk Assessment and shall secure Safe Work Permit;

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[Handwritten signatures and initials]

BY:

LARRY J. SABELLINA

Vice President
Small Power Utilities Group
MAXIMO A. DE LOS REYES
Acting Manager,
Operations Planning and
Performance Department
(NPC)TRINA ALEC R. DE LOS REYES
Sales Executive

- c. Provide its personnel/workers all the prescribed Personnel Protective Equipment (Skull Guard, Safety Shoes, Gloves, Life Vest, etc.) and uniforms that shall be required to wear during testing and commissioning; and
 - d. Strictly adhere to NPC's corporate safety and environmental rules and regulation at all times until the completion of the contract.
5. Shall be held liable for all the damages to the environment, properties, persons, materials and equipment that may occur as a result of the Contractor's negligence and shall be required to submit a written accident report to the Project Proponent or duly authorized representative as early as possible; and
 6. All necessary permits, licenses and other legal requirements shall be secured and all expenses relative there to shall be shouldered by the contractor.

The following shall be included in the Scope of Work:

1. The Supplier shall be responsible for visiting the delivery site and take particular reference to its accessibility, means of communication and transportation and all other factors that could hamper the smooth execution of the contract.
2. Any and/or all expenses arising through the lack of knowledge or understanding regarding the existing conditions of the site shall be the responsibility of the Supplier and no additional payment thereof shall be made by NPC; and
3. Submission of pertinent documents as per Section VI – TS - 9.0
Drawings and Documents to be submitted:
 - a. To be submitted during delivery:
 - a.1 Certificate of Origin (for imported item/s) or equivalent certificate (for locally manufactured item/s);
 - a.2 Shop Test Certificates from Manufacturer;
 - a.3 Date of Manufacture and Production Control No.; and
 - a.4 Bill of lading (for items coming from abroad);

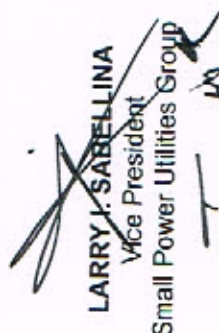
ARTICLE III PROJECT DURATION/LOCATION

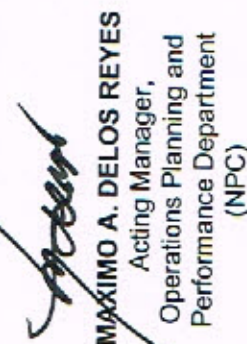
The Supplier shall complete the works as specified within **Ninety (90) Calendar Days** which shall become effective from receipt of the Notice to Proceed.

The unit shall be delivered to **PB 106, Romblon, Romblon.**

Contract between NPC and Golden Arrow Trading
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Plant for PB 106
Contract No. LOG MSSP 2022-11-116-JBO

BY:


LARRY J. SABELLINA
Vice President
Small Power Utilities Group


MAXIMO A. DE LOS REYES
Acting Manager,
Operations Planning and
Performance Department
(NPC)


GREGO D. PABLICA
(SUPPLIER)

BY:


TRINA ALEO R. DE LOS REYES
Sales Executive

ARTICLE IV TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **ONE MILLION FOUR HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED TWENTY ONE PESOS (PHP 1,499,721.00).**

The Total Contract Price specified above shall be paid in accordance with the provisions of Section IV, Clause GCC-2 of the Bid Documents.

All taxes, custom duties, tariffs, exports, excise and all other taxes assess and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials, equipment and supplies to be furnished under the Contract shall be borne by the SUPPLIER.

In addition, all taxes, fees, insurance and cost of delivery to site shall be borne by the SUPPLIER.

ARTICLE V PERFORMANCE SECURITY

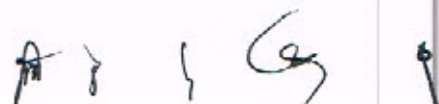
To guarantee the faithful performance of the SUPPLIER's obligation under this Contract, the SUPPLIER shall post a performance security which shall remain valid and effective during the contract duration.

- 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 Five Percent (5%) of the total contract price.
- 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.
- 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 item. The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the SUPPLIER to perform its obligations under this Contract. The

Contract between NPC and Golden Arrow Trading
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NATIONAL POWER CORPORATION
(NPC)

BY:

SIGNED IN THE PRESENCE OF:

GOLDEN ARROW TRADING
(SUPPLIER)

BY:

LARRY J. SABELLINA
Vice President
Small Power Utilities Group

MAXIMO A. DELOS REYES
Acting Manager,
Operations Planning and
Performance Department
(NPC)

TRINA ALEC R. DELOS REYES
Sales Executive

Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

In case of surety bond, any extension of the contract time granted to the SUPPLIER, 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 such 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 SUPPLIER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

ARTICLE VI WARRANTY/GUARANTEE BOND

To assure that manufacturing defects shall be corrected by the SUPPLIER or its manufacturer, the SUPPLIER shall post a Warranty/Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV/General Conditions of the Contract, Section IV Clause GCC-5 of the Bid Documents. This is also a pre-requisite to the discharge and return to the SUPPLIER of the Performance Bond. This shall remain valid for twelve (12) months after the final acceptance of the goods by the end user. The obligation of the warranty shall be covered by, at the SUPPLIER's option, either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total Contract Price. The said amount shall only be released after the lapse of the warranty period, provided, however, that the GOODS supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

ARTICLE VII LIQUIDATED DAMAGES

Should SUPPLIER fail to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

ARTICLE VIII NON-ASSIGNMENT AND NO SUB-CONTRACT

The SUPPLIER shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this

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Plant for PB 106
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NATIONAL POWER CORPORATION
(NPC)

BY:

LARRY J. SABELLINA
Vice President
Small Power Utilities Group

SIGNED IN THE PRESENCE OF:

MAXIMO A. DELOS REYES
Acting Manager,
Operations Planning and
Performance Department
(NPC)

GOLDEN ARROW TRADING
(SUPPLIER)

BY:

TRINA ALEC R. DELOS REYES
Sales Executive

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 SUPPLIER of its responsibilities under the Contract. The SUPPLIER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SUPPLIER 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 SUPPLIER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SUPPLIER because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

ARTICLE IX 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 X SUSPENSION OF WORK

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The supplier shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the supplier shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

ARTICLE XI 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 SUPPLIER, 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 SUPPLIER cannot remove, withdraw or pull-out

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Handwritten signature/initials.

NATIONAL POWER CORPORATION
(NPC)

BY:

LARRY I. SABELLINA

Vice President

Small Power Utilities Group

SIGNED IN THE PRESENCE OF:

BY:

MAXIMO A. DELOS REYES

Acting Manager,

Operations Planning and

Performance Department

(NPC)

GOLDEN ARROW TRADING
(SUPPLIER)

TRINA ALEC R. DELOS REYES

Sales Executive

any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the SUPPLIER in the submission of documents, or suppression of material facts, which if known could have disqualified the supplier 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 XII WARRANTY CLAUSE

SUPPLIER 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 SUPPLIER 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 SUPPLIER and/or his representative and/or the erring NPC official(s) and employee(s).

ARTICLE XIII JOINT AND SEVERAL LIABILITY

The liability of the SUPPLIER and/or any and all of the entities representing it on any manner under this Contract or relating to thereto is joint and several and for this reason NPC may proceed against any or all of them.

ARTICLE XIV 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 Golden Arrow Trading
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Plant for PB 106
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Handwritten initials and signature.

NATIONAL POWER CORPORATION
(NPC)

BY:


LARRY J. SABELLINA
Vice President
Small Power Utilities Group

SIGNED IN THE

PRESENCE OF:

BY:

MAXIMO A. DELOS REYES
Acting Manager,
Operations Planning and
Performance Department
(NPC)


MAXIMO A. DELOS REYES
(SUPPLIER)

GOLDEN ARROW TRADING
(SUPPLIER)

TRINA ALEC R. DELOS REYES
Sales Executive



ARTICLE XV EFFECTIVITY

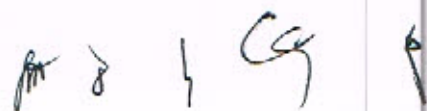
This Contract shall become effective upon the issuance of the Notice to Proceed.

ARTICLE XVI 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 only.

Contract between NPC and Golden Arrow Trading
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Plant for PB 106
Contract No. LOG MSSP 2022-11-116-JBO

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Rev. No. 0
Sheet 8 of 11




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


NATIONAL POWER CORPORATION
(NPC)

GOLDEN ARROW TRADING
(SUPPLIER)

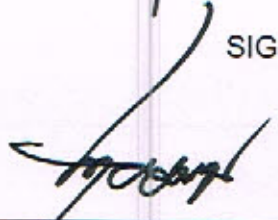
BY:

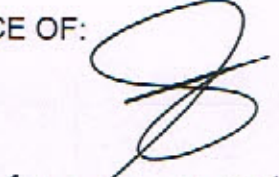
BY:


LARRY L. SABELLINA
Vice President
Small Power Utilities Group


TRINA ALEC R. DELOS REYES
Sales Executive

SIGNED IN THE PRESENCE OF:


MAXIMO A. DELOS REYES
Acting Manager, Operations Planning
and Performance Department
(NPC)


Genio D. Bautista
(SUPPLIER)

FUNDS AVAILABLE

LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

PER ATTACHED CBI NO. PRD-23-11-0710


Contract between NPC and Golden Arrow Trading
Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Marine Sewage Treatment
Plant for PB 106
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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 22 DEC 2022 2022, personally appeared **MR. LARRY I.
SABELLINA**, Vice President, Small Power Utilities Group, **NATIONAL
POWER CORPORATION**, with Document Identification in the form of
Company ID No. APW1301867, known to me and to me known to be the
same person who executed the foregoing instrument consisting of eleven (11)
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.


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

Doc. No. 24 ;
Page No. 18 ;
Book No. 6 ;
Series of 2022.

Contract between NPC and Golden Arrow Trading
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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

02 DEC 2022 BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of _____, 2022, personally appeared **MS. TRINA ALEC R. DELOS REYES**, Sales Executive, **GOLDEN ARROW TRADING**, with Identification Document in the form of Driver's License, issued by Lto at Calapan, on May 2, 2019, known to me and to me known to be the same person who executed the foregoing instrument consisting of eleven (11) 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.

ATTY. CHERRY LYNNE S. DANA O
PTR No 2444022, 1-04-2022, Quezon City
IBP No 171720, 1-04-2022, Quezon City
Roll No 47541 / MCLE No. 911-0067339
Issued on 10/18/2021 Valid until April 14, 2025
SUITE 101-B4 **PRIMA MAGIA TOWER**
KALAYAAN AVE. COR. MAYAMAN ST.
BRGY. CENTRAL QUEZON CITY

Doc. No.: 20
Page No.: 64
Book No.: 07
Series of 2022.

Contract between NPC and Golden Arrow Trading
Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Marine Sewage Treatment Plant for PB 106
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Handwritten signature and initials.

NATIONAL POWER CORPORATION
(NPC)

BY:

LARRY A. SABELLINA
Vice President
Small Power Utilities Group

SIGNED IN THE PRESENCE OF:

MAXIMO A. DELOS REYES
Acting Manager,
Operations Planning and
Performance Department
(NPC)


MAXIMO A. DELOS REYES
(SUPPLIER)

BY:

GOLDEN ARROW TRADING
(SUPPLIER)

TRINA ALEC R. DELOS REYES
Sales Executive

ANNEX A

SECTION VII - SCHEDULE OF REQUIREMENTS
Bid Price Schedule

SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF ONE (1) UNIT MARINE SEWAGE TREATMENT PLANT FOR PB 106

PR NO. S1-B0622-006 / PB220607-NA00368(PB2)

Item No.	Description of Work or Materials	QTY.- UNIT	C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED						TOTAL PRICE
				Unit Price of Goods Delivered up to Philippine Port (Phil. Peso) +	Import Duties & other Levies imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)	Total Unit Price (E+F+G+H)	Local Currency (Phil. Peso) (J= I x C)	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	
1.0	Supply, Delivery, Installation, Test and Commissioning of One (1) Unit Marine Sewage Treatment Unit including all other works and services as specified in the Technical Specifications	1 LOT	PH	1,124,790.75	119,977.68	179,966.52	74,986.05	1,499,721.00		1,499,721.00
TOTAL		ONE MILLION FOUR HUNDRED NINETY NINE THOUSAND SEVEN HUNDRED TWENTY ONE PESOS ONLY								1,499,721.00