


RANGATIRA TRADING CORPORATION
(CONTRACTOR)

BY: 
NELSON S. DUJUNCO, JR.
Authorized Representative

CONTRACT NO. LOG MSSP 2022-05-039-ZCT

SUPPLY, DELIVERY AND INSTALLATION OF COLLAPSIBLE/CONTAINERIZED BUNKER FOR CATANDUANES 69KV TRANSMISSION LINE AND SUBSTATION S1-CTL22-002 / PB220328-RM00042

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:


PRESENCE OF:


Grace Ann Libay
(CONTRACTOR)

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 -

SIGNED IN THE


EDWIN T. TATEL
Acting Manager, LOD-SPUG
(NPC)

RANGATIRA TRADING CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 24-U, 24F, The Exchange Regency, Meralco Ave., cor. Exchange Drive, Barangay San Antonio, Ortigas Center, Pasig City, Philippines, herein represented by its Authorized Representative, **MR. NELSON S. DUJUNCO, JR.**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, on 08 March 2022, NPC posted the Invitation to Bid for the Public Bidding for the Supply, Delivery and Installation of Collapsible/Containerized Bunker for Catanduanes 69KV Transmission Line and Substation;

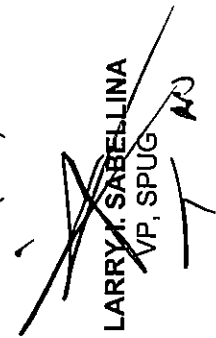
WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the public bidding conducted on 28 March 2022;

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

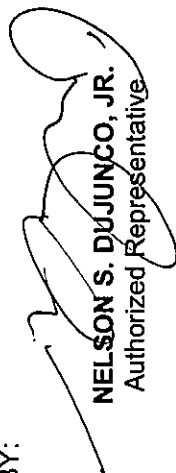
NATIONAL POWER CORPORATION
(NPC)

BY: 
LARRY I. SABELLINA
VP, SPUG
(NPC)

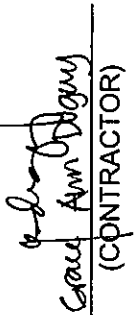
Contract between NPC and Rangatira Trading Corporation
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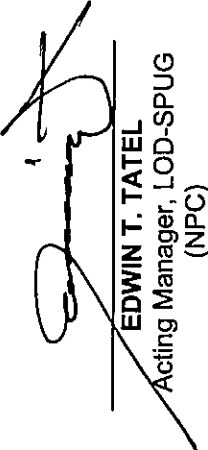
RANGATIRA TRADING CORPORATION
(CONTRACTOR)

BY: 
NELSON S. DUJUNCO, JR.
Authorized Representative

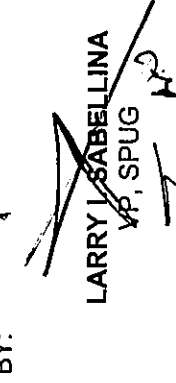
PRESENCE OF:


Grace Ann Dignay
(CONTRACTOR)

SIGNED IN THE


EDWIN T. TATEL
Acting Manager, LOD-SPUG
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
LARRY J. SABELLINA
VP, SPUG

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 Supply, Delivery and Installation of Collapsible/Containerized Bunker for Catanduanes 69kV Transmission Line and Substation;
2. Bid Opening Report dated 31 March 2022;
3. CONTRACTOR's bid proposal dated 25 March 2022;
4. Post Qualification Report dated 12 April 2022;
5. Notice of Award dated 13 May 2022;
6. Notice to Proceed; and
7. The Performance Security to be filed by the 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 and services to be performed by the CONTRACTOR under this contract shall essentially consist of, but not limited to the following:

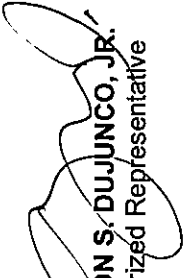
ARCHITECTURAL WORKS

- a) Supply and installation of three (3) units twenty (20) feet Prefabricated Container House;
- b) Application of touch up paint for scratch during installation;
- c) Removal/clearing of all debris and waste/excess materials prior to demobilization; and
- d) All other works and services required to complete the project.

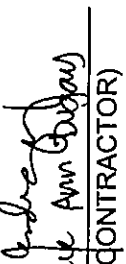
Contract between NPC and Rangatira Trading Corporation
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Contract No. LOG MSSP 2022-05-039-ZCT *on file*




RANGATIRA TRADING CORPORATION
(CONTRACTOR)

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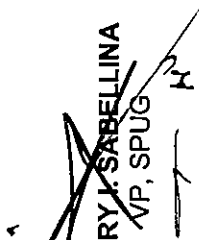
PRESENCE OF:


Grace Ann Burgos
(CONTRACTOR)

SIGNED IN THE


EDWIN T. TATEL
Acting Manager, LOD-SPUG
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
LARRY J. SABELLINA
VP, SPUG

CIVIL WORKS

- a) Moving-in including furnishing, supervision, construction, operation and maintenance of general construction facilities and moving-out thereof after completion and acceptance;
- b) Construction of reinforced concrete foundation including all required structural excavation, backfill and proper disposal of all excess excavated materials;
- c) Complete construction of drainage connections and appurtenances;
- d) Rain testing on the roof of the collapsible/containerized bunker; and
- e) All other works and services required to complete the project.

ELECTRICAL WORKS

- a) Supply, Installation and Test of Lighting and Power System of the Collapsible/Containerized Bunker for San Miguel Substation, Codon Substation and Marinawa Substation.

MECHANICAL WORKS

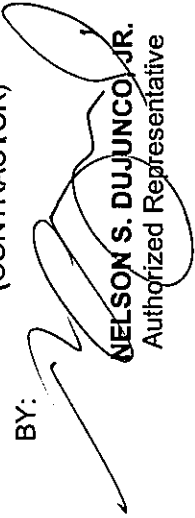
- a) One (1) lot of Domestic Water Supply System consisting of pipes, valves, pipe fittings, gaskets, flanges, bolts and nuts, pipe supports including the required excavation and backfilling of embedded pipes and other incidentals to complete the domestic water supply piping system;
- b) Three (3) units of Inverter-Window Type Air Conditioner of 11,500 kJ/hr minimum cooling capacity for Bedroom, complete with its mounting accessories and controls;
- c) Three (3) units Wall Mounted Exhaust Fan, 100 m³/hr minimum capacity for Comfort Rooms, complete with its mounting accessories and control;
- d) Three (3) units of Portable Type Fire Extinguisher, Clean Agent (HCFC or Halotron I Type), 7.1 kg. (15.5 lbs.), non-expiry, multi-shots, wall hung type and PS/ICC and/or BFP approved; and
- e) All other works and services required to complete the project.

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RANGATIRA TRADING CORPORATION
(CONTRACTOR)

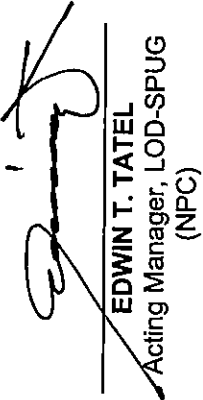
BY:


NELSON S. DUJUNCO JR.
Authorized Representative

PRESENCE OF:

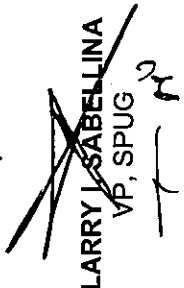

Grete Amador
(CONTRACTOR)

SIGNED IN THE


EDWIN T. TATEL
Acting Manager, LOD-SPUG
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


LARRY SABELLINA
VP, SPUG
(NPC)

ARTICLE III
CONTRACT PERIOD AND LOCATION

The CONTRACTOR shall complete the works within **ninety (90) calendar days**. The contract period is inclusive of seven (7) unworkable days considered unfavourable 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 place of delivery shall be:

1. San Miguel Substation, Brgy. Kilikilihan, San Miguel, Catanduanes
2. Marinawa Substation, Marinawa, Bato, Catanduanes
3. Codon Substation, Brgy. Asgad, San Andres, Catanduanes

ARTICLE IV
TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS: ONE MILLION SEVEN HUNDRED SEVENTY SIX THOUSAND SEVEN HUNDRED ELEVEN PESOS (PHP 1,776,711.00)**.

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

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

ARTICLE V
GUARANTEE

The CONTRACTOR shall guarantee the replacement of the supplied equipment or components at his own expense against defect in design, workmanship, and materials for a period of twelve (12) months after the equipment has been installed, tested and accepted. However, the warranty coverage for the compressor of the air-conditioning unit shall be five (5) years. The CONTRACTOR shall guarantee that the equipment's manual and the Contract.

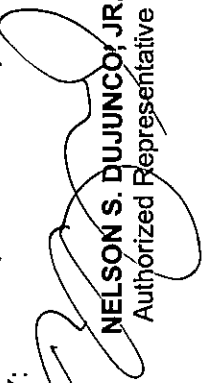
The CONTRACTOR shall submit a Warranty Certificate effective from the date of acceptance by NPC.

After the lapse of the warranty period, provided there are no defects found and/or pending repair works, NPC shall release the warranty security/certificate.

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RANGATIRA TRADING CORPORATION
(CONTRACTOR)

BY: 
NELSON S. DUJUNCO, JR.
Authorized Representative

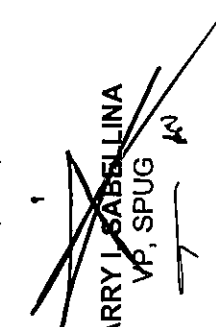
PRESENCE OF:


Grace Ann Dugay
(CONTRACTOR)

SIGNED IN THE


EDWIN T. TATEL
Acting Manager, LOD-SPUG
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY: 
LARRY I. SABELLINA
VP, SPUG

ARTICLE VI
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 Five Percent (5%) 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 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 CONTRACTOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the 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 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 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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Handwritten marks and initials

RANGATIRA TRADING CORPORATION
(CONTRACTOR)

BY:

NELSON S. DUJUNCO, JR.
Authorized Representative

PRESENCE OF:

Gracie R. Dujunco
(CONTRACTOR)

SIGNED IN THE

Edwin T. Tatel
EDWIN T. TATEL
Acting Manager, LOD-SPUG
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:

Larry J. Sabellina
LARRY J. SABELLINA
VP, SPUG

ARTICLE VII LIQUIDATED DAMAGES

Should CONTRACTOR 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 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 she or her 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 her representative and/or the erring NPC official(s) and employee(s).

ARTICLE IX JOINT AND SEVERAL LIABILITY

The liability of the CONTRACTOR 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.

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Transmission Line and Substation
Contract No. LOG MSSP 2022-05-039-ZCT *ru* *quid*

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RANGATIRA TRADING CORPORATION
(CONTRACTOR)

BY:


NELSON S. DUJUNCO, JR.
Authorized Representative

**ARTICLE X
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.

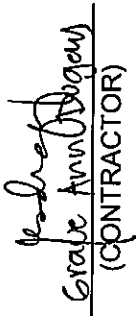
**ARTICLE XI
EFFECTIVITY**

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

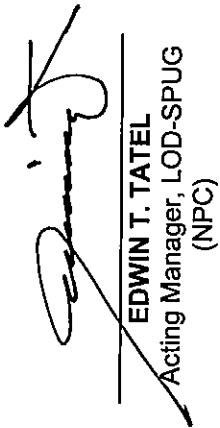
**ARTICLE XII
AGREEMENT MODIFICATION**

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.

PRESENCE OF:

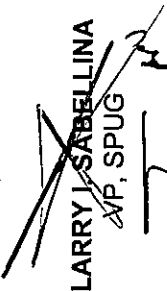

Grace Ann Dugan
(CONTRACTOR)

SIGNED IN THE


EDWIN T. TATEL
Acting Manager, LOD-SPUG
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


LARRY J. SABELLINA
VP, SPUG

Contract between NPC and Rangatira Trading Corporation
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Transmission Line and Substation
Contract No. LOG MSSP 2022-05-039-ZCT *m* *zmk*

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**ARTICLE XIV
VENUE OF ACTION**

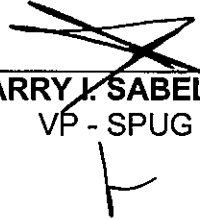
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines only.

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 10TH day of JUNE, 2022 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION
(NPC)**

**RANGATIRA TRADING CORPORATION
(CONTRACTOR)**

BY:



LARRY I. SABELLINA
VP - SPUG

BY:



NELSON S. DUJUNCO, JR.
Authorized Representative

SIGNED IN THE PRESENCE OF:

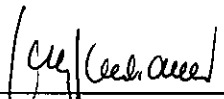


EDWIN T. TATEL
Acting Manager, LOD-SPUG



Grace Ann Dugay
(CONTRACTOR)

FUNDS AVAILABLE



LORINA E. BOMEDIANO
Sr. Department Manager, Finance

Non-comms Cm)
2022
WO# E601A21
5883032
\$ 1,776,711.00

Contract between NPC and Rangatira Trading Corporation
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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

ACKNOWLEDGEMENT

10 JUN 2022

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 2022, personally appeared **MR. LARRY I. SABELLINA**, VP-SPUG, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW/33/167, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) 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, 2022
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 493;
Page No. 48;
Book No. 3;
Series of 2022.

ATTY. EDUARDO B. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-127(2017-2021)
Commission Expires on 31 December 21 21
Roll No. 44291
IBP No. 201643; 02/03/2022; RSM
PTR No. 2014355; 02/08/2022; Quezon City
MCLE No. VI-0025108; 04/08/19; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Quezon City

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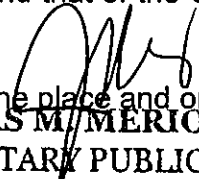
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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S
MAKATI CITY

ACKNOWLEDGEMENT

MAKATI CITY
BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
MAY 26 2022 day of _____, 2022, personally appeared **MR. NELSON S. DUJUNCO, JR.**, Authorized Representative, **RANGATIRA TRADING CORPORATION**, with Identification Document in the form of **DL # NO1-07-021814**, issued by **LTO** at _____, on **12-07-2021**, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) 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.


ATTY. OSLAS M. MERIOLES, JR.
NOTARY PUBLIC

UNTIL DECEMBER 31, 2021
Extended until June 30, 2022 per B.M. No. 3795
No. 33 J. Notary Public, Comembo, Makati City
PTR NO. 0023877/01/03/2022 / **MAKATI CITY**
IBR Lifetime No. 11/04/2021
PTR No. 100807 / 11/04/2021
ROLL NO. 52598 / APPT. NO. M-134
Telephone No. (02) 8882-7282

Doc. No.: 75
Page No.: 16
Book No.: 104
Series of 2022.

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Transmission Line and Substation
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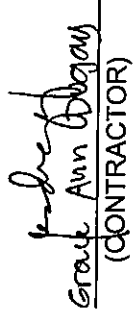
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RANGATIRA TRADING CORPORATION
(CONTRACTOR)

BY:


NELSON S. DUJUNCO, JR.
Authorized Representative

PRESENCE OF:


Grace Ann Dugan
(CONTRACTOR)

ANNEX "A"

SECTION VII - SCHEDULE OF REQUIREMENTS
(SUMMARY OF BID PRICE SCHEDULE)

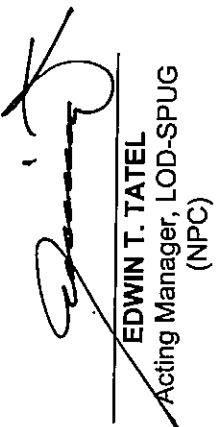
SUPPLY, DELIVERY AND INSTALLATION OF
COLLAPSIBLE/CONTAINERIZED BUNKER FOR CATANDUANES
69KV TRANSMISSION LINE AND SUBSTATION

S1-CTL22-002/PB220328-RM00042

Item No.	PARTICULARS	TOTAL AMOUNT IN FIGURES/PHP
1	SAN MIGUEL SUBSTATION	592,237.00
2	MARINAWA SUBSTATION	592,237.00
3	CODON SUBSTATION	592,237.00
TOTAL AMOUNT OF CONTRACT:		1,776,711.00

ai

SIGNED IN THE


EDWIN T. TATEL
Acting Manager, LOD-SPUG
(NPC)

NATIONAL POWER CORPORATION
(NPC)

BY:


LARRY J. SABELLINA
VP, SPUG

Spoke
P