

MARADEKA CONSTRUCTION SERVICES

(CONTRACTOR)

BY:

SHYFUDEN U. BASAR
Proprietor/AMO

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

EDDIE W. TABUELOG, CPA
Division Manager, Finance, MinGen

NATIONAL POWER CORPORATION

BY:

NICHOLAS T. BENIGRA
Plant Manager, Agus 4 & 5 HEP

CONTRACT NO. INFRA-AG5-2022-11-046

CONTRACT FOR THE INSTALLATION OF CYLINDRICAL TANK FOR HYDROTOR USED OIL AT AGUS 4 HEP

PR No. MG-A5M22-165 / REF. NO. INFRA2022-AG5-052

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 Plant Manager for Agus 4 & 5 HEP Complex, Mindanao Generation, NICHOLAS T. BENIGRA, who is duly authorized to represent it in this transaction, hereinafter referred to as NPC;

- and -

MARADEKA CONSTRUCTION SERVICES, a single proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Barangay Pacalundo, Pagalongan, Balo-I, Lanao Del Norte, Philippines, herein represented by its Proprietor/AMO, SHYFUDEN U. BASAR, who is the duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR;

WITNESSETH: That -

WHEREAS, on 03 August 2022, NPC advertised the Invitation to Bid for the Public Bidding for the INSTALLATION OF CYLINDRICAL TANK FOR HYDROTOR USED OIL AT AGUS 4 HEP;

WHEREAS, two (2) prospective bidders secured the bidding documents and participated in the bidding conducted on 23 August 2022 on the aforesaid undertaking but only one (1) was declared eligible;

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:

RECEIVED AT:
SHYFUDEN U. BASAR
Maradeka Const.
Proprietor
11-11-2022

MARADEKA CONSTRUCTION SERVICES

(CONTRACTOR)
SHYFUDIN U. SISAR
Proprietor/AMC

BY:

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION

BY:

NICHOLAS F. BENIGRA
Plant Manager, Agus 4 & 5 HEP

ATTY. EDDIE U. TABUELOG, CPA
Division Manager, Finance, Minden

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 **INSTALLATION OF CYLINDRICAL TANK FOR HYDROTOR USED OIL AT AGUS 4 HEP**;
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. CONTRACTOR's bid proposal dated 23 August 2022 as reflected in Annex A;
4. Bid Opening Report dated 25 August 2022;
5. Post-qualification Report dated 04 October 2022;
6. Notice of Award dated 14 October 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 former shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

ARTICLE II
SCOPE OF CONTRACT

CONTRACTOR shall, in accordance with the provisions of, and subject to the conditions contained in the Contract Documents, fully and faithfully furnish all superintendence, labor, materials, supplies, tools and equipment (in accordance with the requirements of the Bidding Documents and Technical Specifications) for the **INSTALLATION OF CYLINDRICAL TANK FOR HYDROTOR USED OIL AT AGUS 4 HEP**. The items of work, materials, equipment and/or service mentioned above and listed in the itemized list hereto attached and made an integral part hereof as "ANNEX A", Shall be collectively referred to as "WORK"

MARADEKA CONSTRUCTION SERVICES

(CONTRACTOR)
SHYRUBEN D. BRASO
Project Director/AMD

BY:

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

ATTY. EDDIE U. TABUELO, CPA
Division Manager, Finance, MhGen

NATIONAL POWER CORPORATION

BY:

NICHOLAS T. BENIGRA
Plant Manager, Agus 4 & 5 HEP

ARTICLE III
COMMENCEMENT AND COMPLETION PERIOD

CONTRACTOR shall complete all the works specified in the bidding documents within Seventy (70) calendar days 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 estimated amount of One Million One Hundred Twenty Thousand Three Hundred Ninety Two Pesos & 88/100 (PHP1,120,392.88).

All forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine Government, or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the CONTRACTOR.

ARTICLE V
PERFORMANCE SECURITY

To guarantee the faithful performance of its obligations under the Contract, CONTRACTOR shall, at its own expense and at the time of the execution of the Contract or immediately thereafter, or upon receipt of the award or immediately thereafter, post a Performance Security in favor of NPC in an amount equivalent to ten percent (10%) of the total contract price in the form of cash, or cashier's/ manager's check or 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, or in an amount equal to thirty percent (30%) of the total contract price, in the form of surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. The Insurance Company that will issue Performance Security must be accredited by 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.

MARADEKA CONSTRUCTION SERVICES

(CONTRACTOR)
SHYFUNG L. BARRAS
PROFESSIONAL ENGINEER

BY:

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

ATTY. EDDIE U. TABUELO, CPA
Division Manager, Finance, MtnGen

NATIONAL POWER CORPORATION

NICHOLAS M. BENIGRA
Plant Manager, Agus 4 & 5 HEPC

BY:

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 a percent 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 courses of action and remedies available under circumstances.

**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 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 prosecution; 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 IX
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 X
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 _____ day of _____, 2022 at Iligan City, Philippines.

**NATIONAL POWER CORPORATION
(NPC)**

**MARADEKA CONSTRUCTION
SERVICES
(CONTRACTOR)**

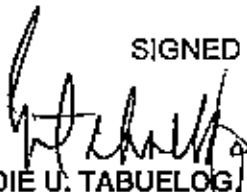
BY:



NICHOLAS T. BENIGRA
Plant Manager, Agus 4 & 5 HEPC

BY:


SHYPLIDEN U. BAGAR
Proprietor/AMO

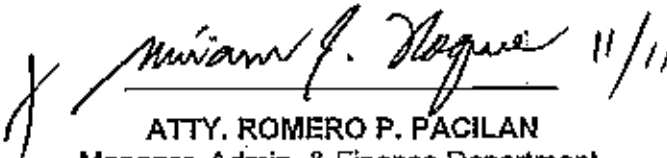
SIGNED IN THE PRESENCE OF:


ATTY. EDDIE U. TABUELOG, CPA
Division Manager, Finance
Mindanao Generation
(NPC)


(CONTRACTOR)

FUNDS AVAILABLE

CC# 6643013; GL# 107; WO# B126J78


ATTY. ROMERO P. PACILAN
Manager, Admin. & Finance Department
Mindanao Generation

MARADEKA CONSTRUCTION SERVICES

(CONTRACTOR)
SHYLLIEN J. BASAR
President/AMCO

BY:

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION

NICHOLAS T. BENIGRA
Plant Manager, Agus 4 & 5 HEPC

BY:

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Iligan City, Philippines, this NOV of 11 2022, 2022, personally appeared NICHOLAS T. BENIGRA, Plant Manager for Agus 4 & 5 HEPC, National Power Corporation, Mindanao Generation with Identification Document in the form of Company ID No. APW1300617 issued on 10 January 2019, known to me and to me known to be the same person who executed the foregoing instrument consisting of eight (8) 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. 4202
Page No. 4202
Book No. 4202
Series of 2022.

Geo R. Ramos
ATTY. DIMAPUNO RAMOS DATO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
IBP NO. 113388 JAN. 13, 2020 Marawi City
PTR NO. 03007312, JAN. 3, 2022 Marawi City
ATTY. ROLL NO. 23420
MCLE COMPLIANCE NO. (VI-0027795)
04-16-2022 Manila

MARADEKA CONSTRUCTION SERVICES

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION

(CONTRACTOR)
SHYFUDEN U. BASAR
Proprietor/AMO

BY:

NICHOLAS M. BENIGRA
Plant Manager Agus 4 & 5 HEP

ATTY. EDDIE U. TABUELOG, CPA
Division Manager, Finance, MindGen

REPUBLIC OF THE PHILIPPINES)
ILIGAN CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Iligan City, Philippines, this NOV 01 2022, 2022, personally appeared **SHYFUDEN U. BASAR**, Proprietor/AMO, **Maradeka Construction Services** with Identification Document in the form of _____ issued by _____ at _____, on _____, known to me and to me known to be the same person who executed the foregoing instrument consisting of eight (8) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

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

Notary Public
Until December 31, 2022
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 4902
Page No.: 1/20
Book No.: 107
Series of 2022.

ATTY. DIMAPUNO RAMOS DATO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
IBP NO 113388 JAN. 13, 2020 Marawi City
PTR NO. 0300731Q, JAN. 3, 2022 Marawi City
ATTY. ROLL NO. 23420
MCLE COMPLIANCE NO. (VI-0027795)
04-14-2022 Manila

CONTRACT NO. INFRA-AG5-2022-11-046

**INSTALLATION OF CYLINDRICAL TANK FOR HYDROTOR USED OIL
AT AGUS 4 HEP**

PR NO. MG-A5M22-165 / REF. NO. INFRA2022-AG5-052

NO.	DESCRIPTION	QTY.	UM	UNIT PRICE	TOTAL AMOUNT
1	PURCHASED OF FABRICATED CYLINDRICAL TANK (14,000 L)	1.00	lot	399,034.00	399,034.00
2	SITE WORKS	1.00	lot	29,210.00	29,210.00
3	LAY-OUT AND STAKING	1.00	lot	16,446.50	16,446.50
4	EXCAVATION	4.50	cu.m.	5,887.20	25,842.43
5	EMBANKMENT WORKS	5.00	cu.m.	13,487.40	67,437.00
6	REINFORCED CONCRETE WORKS	3.22	cu.m.	21,653.11	69,723.01
7	MASONRY WORKS	12.00	sq.m.	7,366.00	88,392.00
8	STEEL STRUCTURE	1.00	lot	132,334.00	132,334.00
9	ROOFING WORKS	1.00	lot	131,254.50	131,254.50
10	MECHANICAL WORKS	1.00	lot	125,984.00	125,984.00
11	ELECTRICAL WORKS	1.00	lot	91,503.50	91,503.50
12	PAINTING WORKS	1.00	lot	118,090.95	118,090.95

TOTAL					1,295,251.89
Less: (13.50% Discount)					- 174,859.01
TOTAL BID PRICE					1,120,392.88

TOTAL CONTRACT PRICE:

**PESOS: ONE MILLION ONE HUNDRED TWENTY THOUSAND THREE
HUNDRED NINETY TWO & 88/100**

MARADEKA CONSTRUCTION SERVICES

(CONTRACTOR)

BY:

[Signature]
SHYFUDLEN D. BASAR
Proprietor/AMM

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
BY:

[Signature]
ATTY. EDDIE U. TABUELOG, CPA
Division Manager, Finance, MinGen

[Signature]
NICOLINA T. BENIGRA
Plant Manager, Agus 4 & 5 HEPC