

BERUA CONSTRUCTION
(CONTRACTOR)

BY: 
ABDUL FAIZ B. BERUA
Proprietor/General Manager

SIGNED IN THE PRESENCE OF:


MOAYEZ B. BERUA

SIGNED IN THE PRESENCE OF:


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

NATIONAL POWER CORPORATION

BY:


EDMUNDO A. VELOSO, JR.
Vice President, Mindanao Generation

CONTRACT NO. INFRA-LOG-2022-10-038

**CONTRACT FOR THE CONSTRUCTION OF FUEL TANK WITH
PUMP AT MINGEN CENTRAL WAREHOUSE, DITUCALAN, ILIGAN
CITY**

PR NO. MG-LGD22-002 / REF. NO. INFRA2022-LOG-009

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 for Mindanao Generation, **EDMUNDO A. VELOSO, JR.**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

BERUA CONSTRUCTION, a single proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Barangay Basak Malutlut, Marawi City, Lanao Del Sur, Philippines, herein represented by its Proprietor/General Manager, **ABDUL FAIZ B. BERUA**, who is the duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**;

WITNESSETH: That -

WHEREAS, on 20 July 2022, NPC advertised the Invitation to Bid for the Public Bidding for the **CONSTRUCTION OF FUEL TANK WITH PUMP AT MINGEN CENTRAL WAREHOUSE, DITUCALAN, ILIGAN CITY**;

WHEREAS, only one (1) prospective bidder secured the bidding documents and the lone prospective bidder participated in the bidding conducted on 09 August 2022 and declared eligible on the aforesaid undertaking;

WHEREAS, **CONTRACTOR**'s bid offer was considered as the **lowest calculated and responsive bid**;

WHEREAS, NPC accepted the said bid of the **CONTRACTOR**;


MOAYEZ B. BERUA

NATIONAL POWER CORPORATION

BY:

EDMUNDO A. VELOSO, JR.
Vice President, Mindanao Generation

SIGNED IN THE PRESENCE OF:

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

SIGNED IN THE PRESENCE OF:

MOHAMMAD B. BERUA

BERUA CONSTRUCTION
(CONTRACTOR)

BY:

ABDUL FAZ B. BERUA
Proprietor/General Manager

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 CONSTRUCTION OF FUEL TANK WITH PUMP AT MINGEN CENTRAL WAREHOUSE, DITUCALAN, ILIGAN CITY;
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 09 August 2022 as reflected in Annex A;
4. Bid Opening Report dated 12 August 2022;
5. Post-qualification Report dated 27 September 2022;
6. Notice of Award dated 18 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 CONSTRUCTION OF FUEL TANK WITH PUMP AT MINGEN CENTRAL WAREHOUSE, DITUCALAN, ILIGAN CITY. The items of work, materials, equipment

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Proprietor/General Manager

SIGNED IN THE PRESENCE OF:


MONICA B. BERUA

SIGNED IN THE PRESENCE OF:


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

NATIONAL POWER CORPORATION

BY: 
EDMUNDO A. VELOSO, JR.
Vice President, Mindanao Generation

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".

ARTICLE III COMMENCEMENT AND COMPLETION PERIOD

CONTRACTOR shall complete all the works specified in the bidding documents within Sixty (60) 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 EIGHT HUNDRED NINETY NINE THOUSAND NINE HUNDRED SEVENTY EIGHT PESOS & 52/100 (PHP899,978.52).

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

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Division Manager, Finance, MinGen

SIGNED IN THE PRESENCE OF:

MOHAMMAD B. BERUA

BERUA CONSTRUCTION
(CONTRACTOR)

BY:

ABDUL FAIZ B. BERUA

Proprietor/General Manager

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.

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 VI 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 VII LIQUIDATED DAMAGES

Should CONTRACTOR fail to satisfactorily complete the WORK within the stipulated contract time, plus any time extension duly granted

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Vice President, Mindanao Generation

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ATTY. EDDIE U. TABUELLO, CPA

Division Manager, Finance, MinGen

SIGNED IN THE PRESENCE OF:

MOHAMMED B. BERUA

Division Manager, Finance, MinGen

BERUA CONSTRUCTION
CO., INC. (CONTRACTOR)

BY:

ABDUL FAIZ B. BERUA

Proprietor/General Manager

and is hereby in default under this Contract, The 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 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)

BY:

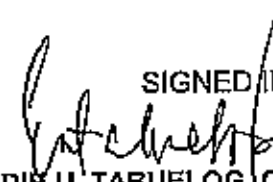

EDMUNDO A. VELOSO, JR.
Vice President, Mindanao Generation

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

(CONTRACTOR)

FUNDS AVAILABLE

CC# 6620020; GL# 107- WOP# B995A05


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

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NATIONAL POWER CORPORATION
BY:

EDMUNDO A. VELOSO, JR.
Vice President, Mindanao Generation

[Signature]

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

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Iligan City, Philippines, this
day of NOV 08 2022, 2022, personally appeared **EDMUNDO A. VELOSO, JR.**, Vice President, Mindanao Generation, with Identification Document in the form of Company ID No. **APW1300660** issued on **28 November 2018**, known to me and to me known to be the same person who executed the foregoing instrument consisting of nine (9) 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. NOV 08 2022

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

ATTY. Notary Public C. SALIBAY

Until December 31, 2022

ILIGAN CITY, ILOILO

IBP Lifetime No. 00110815

NOTARIAL COMMISSION NO. 21314

UNTIL DEC. 31, 2022

JP LIFE MEMBER NO. 08289

PTD. NO. 04-18129, JAN. 03, 2021 (ILIGAN CITY)

MCLE COMPLIANCE NO. VI-000076, JUL 19, 2016

ATTORNEY'S REG. NO. 48951

TIN NO. 166-616-120

Doc. No. 195;
Page No. 21;
Book No. XX;
Series of 2022.

Contract between NPC and Berua Construction
Construction of Fuel Tank with Pump at MinGen
Central Warehouse, Ditucalan, Iligan City
Contract No. INFRA-ADM-2022-10-038
Sheet 7 of 8

BERUA CONSTRUCTION
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ATTY. EDDIE U. TABUELO, CPA
Division Manager, Finance, MinGen

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Vice President, Mindanao Generation

REPUBLIC OF THE PHILIPPINES)
ILIGAN CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Iligan City, Philippines, this day of NOV 08, 2022, personally appeared **ABDUL FAIZ B. BERUA**, Proprietor/General Manager, **BERUA CONSTRUCTION**, 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 nine (9) 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.

NOV 08 2022

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

ATTY. EMMANUEL C. SALISAY

NOTARY PUBLIC
ILIGAN CITY AND LAAGUIGAN
NOTARIAL COMMISSION NO. 12345
UNTIL 08/01/2022

PTB. NO. 0448129, JAN. 03, 2021 (ILIGAN CITY)
MCLE COMPLIANCE NO. VI-000318, JUL 18, 2016
ATTORNEY'S REG. NO. 48931
TIN NO. 166-616-120

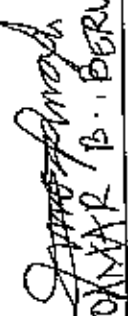
Doc. No.: 404
Page No.: 2
Book No.: LXI
Series of 2022.

Contract between NPC and Berua Construction
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Central Warehouse, Dilucalan, Iligan City
Contract No. INFRA-ADM-2022-10-038
Sheet 8 of 8

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ABDUL FAIZ B. BERUA
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MONICA R. B. BERUA

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ATTY. EDDIE U. TABUELQG, CPA
Division Manager, Finance, MindaGen

NATIONAL POWER CORPORATION

BY: 
EDMUNDO A. VELOSO, JR.
Vice President, Mindayao Generation

ANNEX "A"

CONTRACT NO. INFRA-LOG-2022-10-038

CONSTRUCTION OF FUEL TANK WITH PUMP AT MINGEN CENTRAL WAREHOUSE,
DITUCALAN , ILIGAN CITY

PR NO. MG-LGD22-002 / REF. NO. INFRA2022-LOG-009

NO.	DESCRIPTION	QTY.	U/M	UNIT PRICE	TOTAL AMOUNT
I.	EARTHWORKS (SITE PREPARATION)				
	A. EXCAVATION	90.00	cu.m.	915.42	82,387.80
	B. SAND BEDDING	10.00	cu.m.	4,118.40	41,184.00
	C. SAND BACKFILLING	18.00	cu.m.	3,432.00	61,776.00
II.	CONCRETE AND REBAR WORKS	9.69	cu.m.	23,460.64	227,333.60
III.	INSTALLATION OF NEW FUEL TANK, PIPING AND REPLACEMENT OF FUEL DISPENSER WITH COMPLETE ACCESSORIES	1.00	lot	468,777.97	468,777.97
IV.	ELECTRICAL WORKS	1.00	lot	18,519.15	18,519.15
XX					
TOTAL					899,978.52

TOTAL CONTRACT PRICE:

PESOS: EIGHT HUNDRED NINETY NINE THOUSAND NINE HUNDRED SEVENTY
EIGHT & 52/100