

MENJER CONSTRUCTION

(CONTRACTOR)

BY:

ABDUL JERRY M. DISAMBURON
General Manager

SIGNED IN THE PRESENCE OF:

HEIDI A. BLUMA - AT

SIGNED IN THE PRESENCE OF:

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

NATIONAL POWER CORPORATION

BY:

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

CONTRACT NO. INFRA-AG7-2022-10-044

CONTRACT FOR THE SLOPE PROTECTION AND DRAINAGE
SYSTEM AT AGUS 7 SPILLWAY

PR NO. MG-A7T22-015 / REF. NO. INFRA2022-AG7-011

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 -

MENJER CONSTRUCTION, a single proprietorship duly
organized and existing under and by virtue of the laws of
Republic of the Philippines with office address at Purok 1 Zone 6
Bulao, Iponan, Cagayan de Oro City, Philippines, herein
represented by its General Manager, **ABDUL JERRY M.
DISAMBURON**, 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 **SLOPE PROTECTION AND DRAINAGE
SYSTEM AT AGUS 7 SPILLWAY**;

WHEREAS, four (4) prospective bidders secured the bidding
documents and all four (4) prospective bidders participated in the bidding
conducted on 23 August 2022 and all bidders were declared eligible on the
aforesaid undertaking, however, during the opening of Second Envelope,
one (1) bidder was disqualified,

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

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

Contract between NPC and Menjer Construction
Slope Protection and Drainage System at Agus 7 Spillway
Contract No. INFRA-AG7-2022-10-044
Sheet 1 of 8

RECEIVED BY:

HEIDI A. BLUMA - AT

11-14-2022

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:

HEIDI A. KUMATAT

MENJER CONSTRUCTION
(CONTRACTOR)

BY:

ABDUL JERRY M. DISAMBURON
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 SLOPE PROTECTION AND DRAINAGE SYSTEM AT AGUS 7 SPILLWAY;
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 01 September 2022;
5. Post-qualification Report dated 26 September 2022;
6. Notice of Award dated 24 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 SLOPE PROTECTION AND DRAINAGE SYSTEM AT AGUS 7 SPILLWAY. 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".

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:

HETOR A. SUMAR
General Manager

MENJER CONSTRUCTION
(CONTRACTOR)

BY: ABDUL JERRY M. DISAMBUON
General Manager

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 Million Three Hundred Twenty Thousand Two Hundred Pesos & 00/100 (PHP8,320,200.00).

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.

This performance security shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of

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Vice President, Mindanao Generation

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Division Manager, Finance, MindGen

SIGNED IN THE PRESENCE OF:

HEIDI S. SUMATAT

MENJER CONSTRUCTION
(CONTRACTOR)

BY:

ABDUL JERRY M. DISAMBURON
General Manager

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 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

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

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Division Manager, Finance, MinGen

SIGNED IN THE PRESENCE OF:

HEIDI A. SUMARATNA

MENJER CONSTRUCTION
(CONTRACTOR)

BY:

ABDUL JERRY M. DISAMBURON
General Manager

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

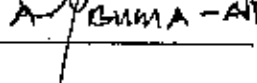
MENJER CONSTRUCTION
(CONTRACTOR)

BY:

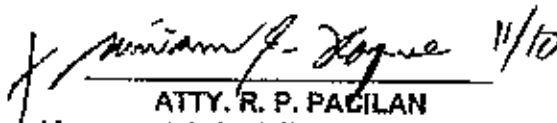
ABDOL JERRY M. DISAMBURON
General Manager

SIGNED IN THE PRESENCE OF:


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


HEIDI A. BUMA-AT
(CONTRACTOR)

FUNDS AVAILABLE
CC# 6644011; GL# 107; WO# B148223


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

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:

HEIDI A. DUMAYAT

Menjer Construction
(CONTRACTOR)

BY: ABDUL JERRY M. DISAMBUORON
General Manager

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Iligan City, Philippines, this _____ day of _____, 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.

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. 341
Page No. 641
Book No. 11
Series of 2022.

ATTY. SANDALIO C. ALONSO
NOTARY PUBLIC
IN THE PHILIPPINES
PRACTICE AREA: ALL
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MENJER CONSTRUCTION

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NATIONAL POWER CORPORATION

BY:

(CONTRACTOR)

BY:

ABDUL JERRY M. DISAMBURON
General Manager

HEIDI PUMAT-AT

ATTY. EDDIE V. TABUELO, CPA
Division Manager, Finance, MinCag

EDMUNDO A. VELOSO, JR.
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 _____, 2022, personally appeared **ABDUL JERRY M. DISAMBURON**, General Manager, **MENJER CONSTRUCTION**, with Identification Document in the form of ATC 0875146 issued by _____ at CAGayan Occidental, JKT - 05, 2022, 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.

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

Doc. No.: 3A/
Page No.: CH
Book No.: CH
Series of 2022.

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

NATIONAL POWER CORPORATION
BY:

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

SIGNED IN THE PRESENCE OF:

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

SIGNED IN THE PRESENCE OF:

RECEIVED
AGENCY

MENJER CONSTRUCTION

(CONTRACTOR)

BY: ABDUL JERRY M. DISAMBURON
General Manager

ANNEX "A"

CONTRACT NO. INFRA-AG7-2022-10-044

SLOPE PROTECTION AND DRAINAGE SYSTEM AT AGUS 7 SPILLWAY

PR NO. MG-A7T23-015 / REF. NO. INFRA2022-AG7-011

NO.	DESCRIPTION	QTY.	UM	UNIT PRICE	TOTAL AMOUNT
Part I.	GENERAL REQUIREMENTS				
A.	Occupational Safety and Health Program	1.00	lot	101,834.04	101,834.04
Part II.	EARTHWORKS				
A.	Site Clearing, Grubbing and Hauling of Materials	1.00	lot	368,973.00	368,973.00
B.	Clearing/Removal and Transferring of Rocks and Soil along Agus 7 Access Road, Open Lined Drainage Canal and Existing Soil Inside Culvert to designated Area	1.00	lot	332,673.00	332,673.00
C.	Removal of Damaged Structure, Existing Canal, Obstruction and Disposal	1.00	lot	216,513.00	216,513.00
D.	Rock Excavation and Common Excavation Works for Proposed Slope Protection and Open Lined Canal	1.00	lot	332,673.00	332,673.00
E.	Embankment from Excavation, Backfill, Gravel Fill and Compaction	1.00	lot	407,195.52	407,195.52
Part III.	FULLY-GROUTED HAND-LAID ROCK RIPRAP SLOPE PROTECTION				
A.	Piling of Boulders, Grouting and Plastering	640.00	cu.m.	6,391.65	4,090,653.60
Part IV.	FULLY-GROUTED HAND-LAID ROCK RIPRAP OPEN CANAL DRAINAGE SYSTEM				
A.	Piling of Boulders, Grouting and Plastering	290.00	cu.m.	7,443.23	2,158,536.60
Part V.	INSTALLATION OF REINFORCED CONCRETE WING-HEADWALL FOR CULVERT AND CONCRETE EDGE BARRIER	36.00	cu.m	8,643.01	311,148.24

TOTAL					8,320,200.00

TOTAL CONTRACT PRICE:

PESOS: EIGHT MILLION THREE HUNDRED TWENTY THOUSAND TWO HUNDRED & 00/100