


TRIPLE Q TRADING AND
CONTRACTING
(CONTRACTOR)

BY: 
SAMAD B. DIBANSA
General Manager/Proprietor

SIGNED IN THE PRESENCE OF:



NASSER M. DABANSA

SIGNED IN THE PRESENCE OF:


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

NATIONAL POWER CORPORATION

BY:


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

CONTRACT NO. INFRA-SSD-2022-11-053

CONTRACT FOR THE REPAIR AND CONSTRUCTION OF MINGEN
HQ PERIMETER FENCE

PR NO. MA-STS22-026 / REF. NO. INFRA2022-SSD-058

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 -

TRIPLE Q TRADING & CONTRACTING, a single
proprietorship duly organized and existing under and by virtue of
the laws of Republic of the Philippines with office address at Lilod
Saduc, Marawi City, Lanao Del Sur, Philippines, herein
represented by its General Manager/Proprietor, SAMAD B.
DIBANSA, who is the duly authorized to represent it in this
transaction, hereinafter referred to as CONTRACTOR;

WITNESSETH: That -

WHEREAS, on 31 August 2022, NPC advertised the Invitation to Bid
for the Public Bidding for the REPAIR AND CONSTRUCTION OF MINGEN
HQ PERIMETER FENCE;

WHEREAS, three (3) prospective bidders secured the bidding
documents and all participated in the bidding conducted on 19 September
2022 but only one (1) was 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;

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 Triple Q Trading & Contracting
Repair and Construction of MinGen HQ Perimeter Fence
Contract No. INFRA-SSD-2022-11-053
Sheet 1 of 8



 11-11-22

NATIONAL POWER CORPORATION

BY:

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

SIGNED IN THE PRESENCE OF:

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

SIGNED IN THE PRESENCE OF:

NARSET M. DIBANSA

TRIPLE Q TRADING AND
CONTRACTING
(CONTRACTOR)

SAMAD B. DIBANSA
General Manager/Proprietor

CONTRACT NO. INFRA-SSD-2022-11-053

CONTRACT FOR THE REPAIR AND CONSTRUCTION OF MINGEN
HQ PERIMETER FENCE

PR NO. MA-STS22-026 / REF. NO. INFRA2022-SSD-058

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 -

TRIPLE Q TRADING & CONTRACTING, a single
proprietorship duly organized and existing under and by virtue of
the laws of Republic of the Philippines with office address at Lilod
Saduc, Marawi City, Lanao Del Sur, Philippines, herein
represented by its General Manager/Proprietor, SAMAD B.
DIBANSA, who is the duly authorized to represent it in this
transaction, hereinafter referred to as CONTRACTOR;

WITNESSETH: That--

WHEREAS, on 31 August 2022, NPC advertised the Invitation to Bid
for the Public Bidding for the REPAIR AND CONSTRUCTION OF MINGEN
HQ PERIMETER FENCE;

WHEREAS, three (3) prospective bidders secured the bidding
documents and all participated in the bidding conducted on 19 September
2022 but only one (1) was 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;

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:

NATIONAL POWER CORPORATION

BY:  **SAMAD B. DIBANSA**
General Manager/Proprietor

~~August~~ M. D. 13/5/59

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

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

TRIPLE Q TRADING AND
CONTRACTING
(CONTRACTOR)

BY: 
SAMAD E. DIBANSA
General Manager/Proprietor


SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION

BY:


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


ATTY. EDDIE U. TABUEL OG, CPA
Division Manager, Finance, MinGen

ARTICLE III COMMENCEMENT AND COMPLETION PERIOD

CONTRACTOR shall complete all the works specified in the bidding documents within Forty (40) 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 THREE HUNDRED TWENTY NINE THOUSAND ONE HUNDRED FIFTY THREE PESOS & 27/100 (PHP1,329,153.27).

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.

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:

TRIPLE Q TRADING AND
CONTRACTING
(CONTRACTOR)

BY: 
SAMAD B. DIBANSA
General Manager/Proprietor

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 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

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, MindGen

SIGNED IN THE PRESENCE OF:

BY: 
General Manager/Proprietor

TRIPLE Q TRADING AND
CONTRACTING
(CONTRACTOR)

BY: 
General Manager/Proprietor

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)

TRIPLE Q TRADING & CONTRACTING
(CONTRACTOR)

BY:

BY:

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

SAMAD B. DIBANSA
General Manager

SIGNED IN THE PRESENCE OF:

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

NASRUF M. DIBANSA
(CONTRACTOR)

FUNDS AVAILABLE

CC# 6602006; GL# 107; WO# B996116

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

TRIPLE Q TRADING AND
CONTRACTING
(CONTRACTOR)

BY: 
SAMAD B. DIBANSA
General Manager/Proprietor


SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION

BY:


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


ATTY. EDDIE U. TABUELOG, 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 11th day of November, 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.

ATTY. EMMANUEL C. SALIBAY
NOTARY PUBLIC

Notary Public - Mindanao, Philippines
Until December 31, 2022 21-314
IBP Lifetime No. 2022
PTR No. 00000000000000000000
MCLE COMPL. NO. 00000000000000000000
ATTORNEY'S REG. NO. 00000000000000000000
TIN 000-000-0000000000

Doc. No. 344
Page No. 64
Book No. EXIII
Series of 2022.

NATIONAL POWER CORPORATION

BY:

EDUARDO A. VELOSO, JR.
Vice President, Madakao Generation

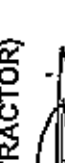
SIGNED IN THE PRESENCE OF:

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

SIGNED IN THE PRESENCE OF:

BY: 
SAMAD B. DIBANSA
General Manager/Proprietor

TRIPLE Q TRADING AND
CONTRACTING
(CONTRACTOR)

BY: 
SAMAD B. DIBANSA
General Manager/Proprietor

REPUBLIC OF THE PHILIPPINES)
ILIGAN CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Iligan City, Philippines, this NOV 15 2022, 2022, personally appeared **SAMAD B. DIBANSA**, General Manager, **TRIPLE Q TRADING & CONTRACTING**, 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.

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

Doc. No.: 300
Page No.: 64
Book No.: Law
Series of 2022.

ATTY. EMMANUEL C. SALIBAY
Notary Public
Valid December 31, 2022 DEL NORTE
IBP Lifetime Commission No. 21-314
PTR NORT. DEC. 31, 2022
IBP Life Member No. 08289
PTR NO. 0448123, JAN. 02, 2022 I.C.
MCLE COMPL. NO. VI-000614, JUL 18, 2016
ATTORNEY'S REG. NO. 40931
TIN NO. 166-55 110

NATIONAL POWER CORPORATION

SIGNED IN THE PRESENCE OF:

SIGNED IN THE PRESENCE OF:

TRIPLE Q TRADING AND
CONTRACTING
(CONTRACTOR)

BY:

EDMUNDO A. VELOSO, JR.
Vice President, Mindanao GenerationATTY. EDDIE U. TABUERO, CPA
Division Manager, Finance, MktGenBY: SAMAD B. DIBANSA
General Manager/Proprietor

ANNEX "A"

CONTRACT NO. INFRA-SSD-2022-11-053

REPAIR AND CONSTRUCTION OF MINGEN HQ PERIMETER FENCE

PR NO. MG-STS22-026 / REF. NO. INFRA2022-SSD-058

NO.	DESCRIPTION	QTY.	UM	UNIT PRICE	TOTAL AMOUNT
I.	CONSTRUCTION SAFETY AND HEALTH PROGRAM	1.00	LOT	58,439.22	58,439.22
II.	FENCE WALL-A (Agus Vi HEPP)				
1	SITE PREPARATION INCLUDING CLEARING/TRIMMING OF BRANCHES OF TREES/ LAY-OUTING/ STAKING AND BATTERBOARDS	1.00	LOT	60,000.00	60,000.00
2	EARTHWORKS				
2.a	EXCAVATION	1.00	LOT	20,854.68	20,854.68
2.b	BACKFILLING	7.92	CU.M.	3,016.28	23,888.94
3	REINFORCEMENT BAR DSB	1,816.48	KGS.	71.27	129,480.70
4	CONCRETE WORKS	16.21	CU.M.	7,720.77	125,157.54
5	MASONRY WORKS				
5.a	CHB LAYING	217.25	SQ.M.	638.47	138,707.61
5.b	PLASTERING	368.50	SQ.M.	113.13	41,688.41
6	FABRICATION & INSTALLATION OF 16MM DIAMETER STEEL BAR DSB ARM AND INSTALLATION OF BARBED WIRE GALVANIZED 3 STRANDS GA 12.5 CLASS "A"	1.00	LOT	120,285.90	120,285.90
III.	FENCE WALL-B (NPC HOUSING COMPOUND)				
1	SITE PREPARATION INCLUDING CLEARING/TRIMMING OF BRANCHES OF TREES/ LAY-OUTING/ STAKING AND BATTERBOARDS	1.00	LOT	61,000.00	61,000.00
2	EARTHWORKS				
2.a	EXCAVATION	18.29	CU.M.	1,386.76	25,361.07
2.b	BACKFILLING	14.86	CU.M.	2,892.94	42,986.20
3	CONCRETE WORKS	6.15	CU.M.	9,764.76	60,023.98
4	REINFORCEMENT BAR DSB	533.39	KGS.	83.58	44,560.68
5	MASONRY WORKS				
5.a	CHB LAYING	51.00	SQ.M.	803.06	40,956.06
5.b	PLASTERING	44.80	SQ.M.	374.85	16,793.28
6	INSTALLATION OF CYCLONE WIRE & BARBED WIRE	100.00	LN.M.	3,189.69	318,969.00

TOTAL					1,329,153.27

TOTAL CONTRACT PRICE:

PESOS: ONE MILLION THREE HUNDRED TWENTY NINE THOUSAND ONE
HUNDRED FIFTY THREE & 27/100