


3A's CONSTRUCTION  
(CONTRACTOR)

  
**MURSAD I. PANDUGA**  
Owner/General Manager

BY:

### CONTRACT NO. LOG MSSP 2020-07-034-ALC

### CONSTRUCTION OF OPERATOR'S QUARTER AND OFFICE IN SACOL DIESEL POWER PLANT S3-SCL20-013 / PB200402-VR00089

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 President and CEO, **MR. PIO J. BENAVIDEZ**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

**3A's CONSTRUCTION**, a single proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Lot 9, Block 12, A & W Subdivision, Sto. Niño Village, Putik, Zamboanga City, Philippines herein represented by its Owner/General Manager, **MR. MURSAD I. PANDUGA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH: That -**


WHEREAS, on 13 March 2020, NPC advertised the Invitation to Bid for the Public Bidding for the Construction of Operator's Quarter and Office in Sacol Diesel Power Plant located at Brgy. Busay, Sacol Island, Zamboanga City;

WHEREAS, there were two (2) prospective bidders who secured the bidding documents and participated in the bidding conducted on 30 June 2020 on the aforesaid undertaking;

Contract between NPC and 3A's Construction  
Construction of Operator's Quarter and Office in Sacol DPP  
Contract No. LOG MSSP 2020-07-034-ALC

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 1 of 9

SIGNED IN THE PRESENCE OF:

  
(CONTRACTOR)  
**AL-RADIER S. SAADULLA**

  
**LORNA T. DY**  
Vice President - Admin & Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

  
**PIO J. BENAVIDEZ**  
President & CEO

BY:

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:

**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 Operator's Quarter and Office in Sacol Diesel Power located at Brgy. Busay, Sacol Island, Zamboanga 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. Bid Opening Report dated 30 June 2020;
4. Post-qualification Report dated 10 July 2020;
5. CONTRACTOR's bid proposal dated 19 June 2020 as reflected in Annex A;
6. Notice of Award dated 29 July 2020;
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.


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Sheet 2 of 9

3A's CONSTRUCTION  
(CONTRACTOR)

BY:

  
MURSAD I. PANDUGA  
Owner/General Manager

SIGNED IN THE PRESENCE OF:

  
(CONTRACTOR)  
AL-RADIER S. SAHIDULLA

  
LORNA T. DY  
Vice President - Admin & Finance  
(NPC)


NATIONAL POWER CORPORATION  
(NPC)

BY:

  
PIO J. BENAVIDEZ  
President & CEO

3A's CONSTRUCTION  
(CONTRACTOR)

BY:

  
MURSAD I. PANDUGA  
Owner/General Manager

**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 Operator's Quarter and Office in Sacol Diesel Power Plant located at Brgy. Busay, Sacol Island, Zamboanga City. 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".

**ARTICLE III**  
**COMMENCEMENT AND COMPLETION PERIOD**


CONTRACTOR shall complete all the works specified in the bidding documents within **(120) 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 **PHILIPPINE PESOS THREE MILLION EIGHTEEN THOUSAND SEVEN HUNDRED SIXTY SIX AND 96/100 PESOS (PHP3,018,766.96)**.

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.

SIGNED IN THE PRESENCE OF:

  
(CONTRACTOR)  
AL-RADER S. SANIDULLA

  
LORNA T. DY  
Vice President - Admin & Finance  
(NPC)

  
PIO J. BENAVIDEZ  
President & CEO

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3A's CONSTRUCTION  
(CONTRACTOR)


BY:

  
MURSADI I. PANDUGA  
Owner/General Manager

## 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 and penal in nature 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.

SIGNED IN THE PRESENCE OF:

  
(CONTRACTOR)  
AL-RADIER S. SAMDULLA

  
LORNA T. DY  
Vice President - Admin & Finance  
(NPC)

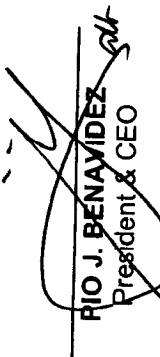
The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the project, unless the contract duration is extended, in which case the validity of the performance security shall accordingly be extended.

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

NATIONAL POWER CORPORATION  
(NPC)


BY:

  
PIO J. BENAYIDEZ  
President & CEO

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3A's CONSTRUCTION  
(CONTRACTOR)


  
MURSAD F. PANDUGA  
Owner/General Manager

BY:


SIGNED IN THE PRESENCE OF:

  
(CONTRACTOR)  
AL-RADIER S. JAHIDULLA

SIGNED IN THE PRESENCE OF:

  
LORNA T. DY  
Vice President Admin & Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

  
PIO J. BENAVIDEZ  
President & CEO

BY:

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, 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 one percent (1%) 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 course of action and remedies available under circumstances.

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**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 3<sup>rd</sup> 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.

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Contract between NPC and 3A's Construction  
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AFG-LOG-007.F01  
Rev. No. 0  
Sheet 6 of 9

3A's CONSTRUCTION  
(CONTRACTOR)

BY:

  
MURSAADI T. PANDUGA  
Owner/General Manager


SIGNED IN THE PRESENCE OF:

  
(CONTRACTOR)  
AL-RADHER C. SAHIDULLA

  
LORNA T. DY  
Vice President - Admin & Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
PIO J. BENAVIDEZ  
President & CEO

IN WITNESS WHEREOF, the parties hereto have signed this Contract this 2nd day of September, 2020 at Quezon City, Philippines.

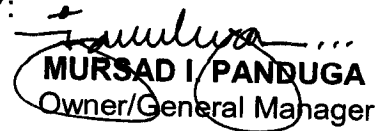
**NATIONAL POWER CORPORATION**  
(NPC)

**3A's CONSTRUCTION**  
(CONTRACTOR)

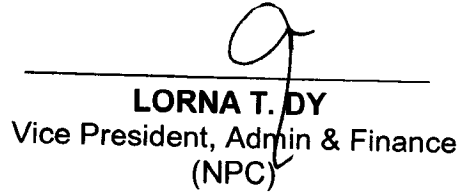
BY:

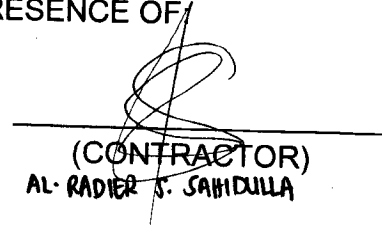
  
**PIO J. BENAVIDEZ**  
President & CEO *dk*

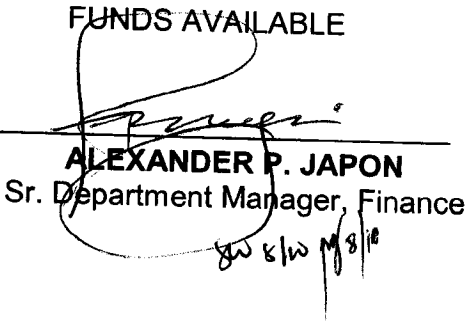
BY:

  
**MURSAD I. PANDUGA**  
Owner/General Manager

SIGNED IN THE PRESENCE OF

  
**LORNA T. DY**  
Vice President, Admin & Finance  
(NPC)

  
(CONTRACTOR)  
**AL-RADIER S. SAHIDULLA**

FUNDS AVAILABLE  
  
**ALEXANDER P. JAPON**  
Sr. Department Manager, Finance  
*8w 8/w 8/8/20*

*NON-ORIG (M)*  
FUNDS AVAILABLE  
2020  
WO# E785A03  
6682123  
P. 3, 018, 766.96  
2020-07-034.ALC

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Construction of Operator's Quarter and Office in Sacol DPP  
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ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of SEP 22 2020 2020, personally appeared **MR. PIO J. BENAVIDEZ**, President & CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1302281, 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, 2020  
IBP Lifetime No.: \_\_\_\_\_  
PTR No.: \_\_\_\_\_

Doc. No. 313 ;  
Page No. 44 ;  
Book No. 2 ;  
Series of 2020.

**ATTY. BIENVENIDO L. MABULAC II**  
Notary Public for Quezon City  
Commission No. NP-323 (2019 - 2020)  
Commission expires on December 31, 2020  
Roll of Attorneys No. 64522  
PTR No. 9342940C; 01/05/2020; Quezon City  
IBP OR No. 102275; 01/02/2020; CALMANA Chapter  
MCLE Compliance No. VI-0016065; 12/07/2018  
4th Floor, NPC Office Building, NPC Compound,  
BIR Road corner Quezon Avenue, Diliman, Quezon City



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Construction of Operator's Quarter and Office in Sacol DPP  
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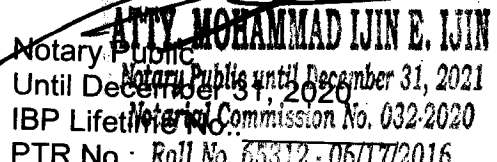




ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and (CITY OF ZAMBOANGA), Philippines, this 07 Sep 2020, 2020, personally appeared **MR. MURSAD I. PANDUGA**, Owner/General Manager, **3A's CONSTRUCTION**, with Identification Document in the form of PRC Doc 2301, 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 she 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.

  
**ATTY. MOHAMMAD IJIN E. IJIN**  
Notary Public  
Until December 31, 2021  
Notary Public until December 31, 2021  
IBP Lifetime No. 032-2020  
Notarial Commission No. 032-2020  
PTR No.: Roll No. 65312 - 06/17/2016  
PTR No. 2024149 - 01/02/2020  
IBP No. 100287 - 01/02/2020  
Zamboanga City  
(ACKNOWLEDGEMENT ONLY)

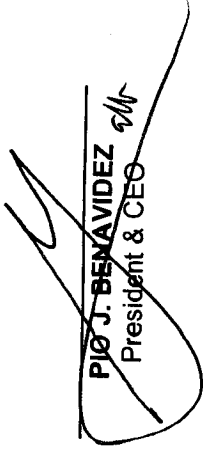
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Page No.: 10  
Book No.: 201  
Series of 2020.



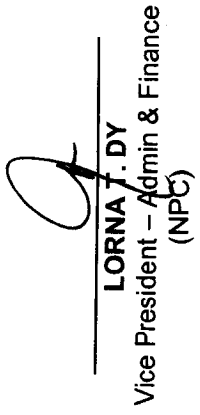
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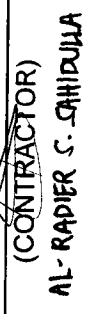
NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**PIO J. BENAVIDEZ**  
President & CEO

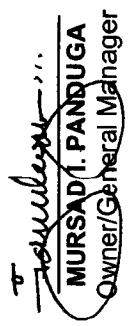
SIGNED IN THE PRESENCE OF:

  
**LORNA T. DY**  
Vice President - Admin & Finance  
(NPC)

  
(CONTRACTOR)  
**AL-RADIER S. CHIDULLA**

3A's CONSTRUCTION  
(CONTRACTOR)

BY:

  
**MURSAD I. PANDUGA**  
Owner/General Manager

ANNEX A

**BID PRICE SCHEDULE  
SUMMARY**

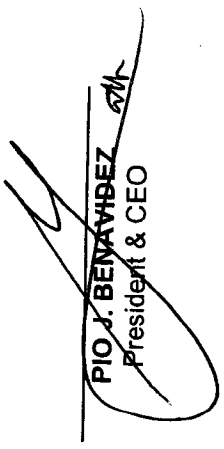
**CONSTRUCTION OF OPERATOR'S QUARTER AND OFFICE IN SACOL DIESEL POWER PLANT**

S3-SCL20-013/PB200402-VR00089

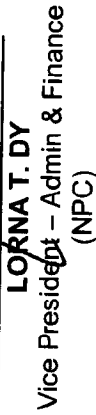
ITEM NO.	PARTICULARS	TOTAL PRICE
1.0	Architectural Works	₱ 851,285.40
2.0	Civil Works	1,717,031.69
3.0	Mechanical Works	192,445.17
4.0	Electrical Works	258,004.70
<b>TOTAL AMOUNT</b>		<b>₱ 3,018,766.96</b>

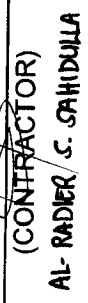
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President & CEO

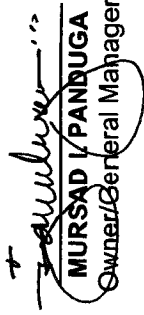
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LORNA T. DY  
Vice President - Admin & Finance  
(NPC)

  
AL-RADIER S. SAHIDULLA  
(CONTRACTOR)

3A's CONSTRUCTION  
(CONTRACTOR)

BY:

  
MURSAD V. PANDUGA  
Owner/General Manager

"ANNEX A"

BOQ - BREAKDOWN OF PRICES  
BID PRICE SCHEDULE

CONSTRUCTION OF OPERATOR'S QUARTER AND OFFICE IN SACOL DIESEL POWER PLANT  
S3-SCL20-013  
ARCHITECTURAL WORKS

Item No.	Description of Work or Materials	Work to be done	Unit	Quantity	Unit Price in Pesos	Total Amount
<b>I OPERATOR'S QUARTER AND OFFICE</b>						
<b>1.0 WALL SYSTEM AND FINISHES</b>						
1.1	150mm thick CHB Wall including mortars and reinforcing bar;	Furnish & lay	sq.m.	83.00	482.34	40,034.22
1.2	100mm thick CHB Wall including mortars and reinforcing bar	Furnish & lay	sq.m.	64.00	399.66	25,578.24
1.3	Plain cement plaster wall finish	Furnish & apply	sq.m.	267.00	531.56	141,926.52
1.4	Vitrified glazed wall tiles 200mm x 200mm including bonding materials for kitchen counter and toilet walls	Furnish & install	sq.m.	11.00	492.19	5,414.09
<b>2.0 FLOOR FINISHES</b>						
2.1	Vitrified glazed wall tiles 400mm x 400mm including bonding materials	Furnish & install	sq.m.	3.00	433.13	1,299.39
2.2	Red cement plaster floor finish	Furnish & apply	sq.m.	60.00	531.56	31,893.60
<b>3.0 ROOFING SYSTEM</b>						
Roofings:						
3.1	2.0mm thk Metallic Plastic long span corrugated roofing sheet including stainless steel fasteners, sealant and 2.0mm thk. Metallic plastic counter flashing	Furnish & install	sq.m.	105.00	826.88	86,822.40