

CONTRACT NO. LOG MSSP 2022-02-009-ALC

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 500 KL FUEL OIL STORAGE TANK (FOST) FOR DINAGAT DIESEL POWER PLANT INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES
PR No. S3-DIN21-001 / PB210907-HG(NP)

(CONTRACTOR)
[Signature]
ALIH S. HATAB
Manager/Owner

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 OIC, OSVP & COO, **ATTY. MELCHOR P. RIDULME**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

SHIEHAM CONSTRUCTION AND ENTERPRISES, a sole proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at 3rd Floor, JLC Bldg. Don Alfaro St., Tetuan, Zamboanga City, Philippines herein represented by its Manager/Owner, **MR. ALIH S. HATAB**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That -

WHEREAS, two (2) failed Public Biddings were conducted on 07 & 29 September 2021 due to non-participation of bidders for the Supply, Delivery, Installation and Test of 1 x 500 kL FOST for Dinagat Diesel Power Plant including Construction of Associated Facilities;

WHEREAS, the Bids and Awards Committee recommended the conduct of Alternative Mode of Procurement (AMP) - Negotiated Procurement (Two Failed Biddings) and was approved by the Officer-in-Charge per Bid Opening Report dated 01 October 2021;

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BY:

[Signature]
MARAPRES B. NATHO
(CONTRACTOR)

ALEXANDER P. JAPON
Vice President - Admin & Finance
(NPC)

[Signature]
ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO

BY:

[Handwritten initials and marks]

CONTR

BY:


ALIH S. HATAB
Manager/Owner

WHEREAS, on 20 November 2021, NPC posted the Invitation to Bid for the Negotiated Procurement for the Supply, Delivery, Installation and Test of 1 x 500 kL FOST for Dinagat Diesel Power Plant including Construction of Associated Facilities;

WHEREAS, only one (1) bidder secured the bidding documents and participated in the bidding conducted on 14 December 2021, on the aforesaid undertaking;

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:

BY:


ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO


ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)


MA. DORA A. GOMEZ B. NAHAY
(CONTRACTOR)

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/Terms of Reference for the Supply, Delivery, Installation and Test of 1 x 500 kL FOST for Dinagat Diesel Power Plant including Construction of Associated Facilities (PR No. HO-DIN21-001);
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 01 October 2021, for the approval of the conduct of Alternative Mode of Procurement – Negotiated Procurement (Two Failed Biddings);
4. Bid Opening Report dated 17 December 2021;
5. Post-qualification Report dated 19 January 2022;
6. CONTRACTOR's bid proposal dated 14 December 2021, as reflected in Annex A;
7. Notice of Award dated 07 February 2022;

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BY: 
ALIH S. HATAB
Manager/Owner

- 8. Notice to Proceed; and
- 9. 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 latter 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

Below are the scope of works and services to be performed for this undertaking shall essentially consist of, but not limited to the following:

- a. Mobilization/establishment of Contractor's complete construction camp and other facilities;
- b. Site development/grading works, clearing/cutting of trees, disposal of excavated and excess material from backfill/fill in the areas to be designated by NPC;
- c. Supply, fabrication, erection/installation and test of 1 x 500 kL FOST with nominal diameter of 9.0 m and height of 9.0 m complete with valves, all tank appurtenances and accessories shown on the drawings and specified in relevant specifications including tank calibration, testing (radiographic, liquid penetrant & hydrostatic), sandblasting and painting;
- d. Supply (replacement), installation and test of one (1) set 18 m³/hr at 30m head Fuel Oil Transfer Pump, 480V, 3-phase, 60 hertz, gear type complete with piping, fittings, valves, strainers, flowmeter, electrical amenities, control & instrumentation and other accessories described in this specification and/or shown on the drawings;
- e. Rehabilitation of Dinagat DPP's existing fuel pumphouse as described in relevant technical specifications and shown on the drawings;


MARAPAGM B. WATIO
(CONTRACTOR)


ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)

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BY:


ALIH S. HATAB
Manager/Owner


MACASPACION B. WATANABE
(CONTRACTOR)

ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)

BY:


ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO

- f. Construction of oil-water separator;
- g. Construction of concrete foundation for the FOST, concrete slab in tank farm and its concrete containment walls and posts including drain pits and valve boxes;
- h. Supply/replacement, installation and test of fuel oil/waste oil pipes, pipe fittings, pipe supports, associated valves and accessories, required excavation and backfilling works, interconnection works with existing fuel piping system and drainage systems as shown on the drawings;
- i. Supply and installation (to be installed as shown on the drawings) of Two (2) sets of Foam (AFFF) UL/FM approved, wheeled type fire extinguisher, complete with self-contained cylinder mounted on a frame with handle, floor stand and steel wheels, 125 L (33 gallons) capacity complete with associated valves, dial gauge indicator, nitrogen expellant tank for unit pressurization, appropriate size of discharge hose of 15 m long fitted with couplings and foam nozzle assembly;
- j. Supply and installation of One (1) unit of Portable Type Fire Extinguisher, Clean Agent (HCFC or Halotron I Type), 7.1 kg. (15.5 lbs), wall-hung type and UL/FM approved;
- k. One (1) unit of 10 m long fuel oil sounding tape;
- l. Tagging and marking for all supplied equipment including tank, valves and piping in accordance with the requirements of the relevant technical specifications;
- m. Corrosion protection and painting;
- n. Demobilization including clearing of site/demolition of Contractor's camp facilities; and
- o. All other works and services required to complete the project.;

**ARTICLE III
COMMENCEMENT AND COMPLETION PERIOD**

CONTRACTOR shall complete all the works specified in the bidding documents within **(240) calendar days.** The contract duration is inclusive of twenty (20) rainy/unworkable days considered unfavorable for the execution of works at site. The total contract duration shall be reckoned from the date of contract effectivity as specified in the Notice to Proceed.

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(NPC)

ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO

BY:


MA CABARON B. WANED
(CONTRACTOR)

BY:


ALIH S. HATAB
Manager/Owner

**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 amount of and not exceeding **PHILIPPINE PESOS FOURTEEN MILLION ONE HUNDRED TWENTY SIX THOUSAND TWO HUNDRED THIRTY SEVEN PESOS AND 40/100 (PHP 14,126,237.40)**.

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
EXTENSION OF CONTRACT**

No extension of contract time shall be granted the CONTRACTOR due to (i) ordinary unfavorable weather conditions; (ii) inexcusable failure or negligence of CONTRACTOR to provide the required supplies, materials or equipment; and (iii) when the reason given for the extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of contract documents agreed upon by the parties before contract perfection.

NPC shall not be liable for any claim associated with the extension of contract time unless it has examined the facts as well as the extent of delay, and has agreed in writing that the CONTRACTOR is entitled for an extension of time.

**ARTICLE VI
ENTIRE CONTRACT**


This is an entire contract for one whole complete work and that partial payments made by NPC, or the use of parts of the work, or its equivalent, shall not constitute as an acceptance of any part of the work before its entire completion and final acceptance in writing by NPC.

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BY:


ALIH S. HATAB
Manager/Owner


M. A. P. B. W. W. W.
(CONTRACTOR)


ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)

BY:


ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO

**ARTICLE VII
CONTRACTOR'S LIABILITY**

The Parties hereby agree that the employees of the CONTRACTOR are not employees of NPC. NPC shall not in any way be liable or responsible for any personal injury or damages, including death sustained or caused by any of the employees of the CONTRACTOR, including its sub-contractor, agent or supplier, whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify NPC for whatever injury or damages caused or occasioned by the failure, negligence or conduct of the CONTRACTOR and/or its employees, sub-contractors, agents, suppliers or consultants arising out of on in connection with or on the occasion of the performance of the Contract. The CONTRACTOR shall, at all times, stand solely liable and/or responsible for the enforcement of and compliance with all existing laws, rules and regulations; and binds itself to save and hold NPC free and harmless from any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation.

**ARTICLE VIII
RESPONSIBILITY OF THE CONTRACTOR**

The CONTRACTOR shall assume full responsibility for the entire contract work until its final acceptance by NPC and shall be held responsible for any damage or destruction of works until final acceptance.

**ARTICLE IX
NON-ASSIGNMENT AND NO SUBCONTRACT**

The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any subcontract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall

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BY: 
ALIH S. HATAB
Manager/Owner

not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

ARTICLE X
AGREEMENT MODIFICATION

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

ARTICLE XI
SUSPENSION OF WORK

NPC or its duly authorized representative shall have the authority to suspend the work, wholly or partly, by written order for period/s as may be deemed necessary due to force majeure, fortuitous event, failure on the part of the CONTRACTOR to correct bad working conditions which are unsafe for workers or third parties, failure to carry out valid orders given by NPC, failure to perform any provisions of this contract, and due to adjustment of plans to suit field conditions as found necessary by NPC during construction. The CONTRACTOR shall immediately comply with work suspension, either wholly or partly.

ARTICLE XII
PRETERMINATION

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CONTRACTOR, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the CONTRACTOR cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the contractor gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund


INDRAGAGAN B. WAHA
(CONTRACTOR)


ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)

BY: 
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BY:


ALIH S. HATAB
Manager/Owner


MACAPAGAL B. NATIVIDAD
(CONTRACTOR)


ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)

BY:


ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO

of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

**ARTICLE XIII
REMEDY AND RELIEF**

Should there be any dispute or controversy in connection with this Contract, the Parties, as far as practicable, shall settle it amicably. In the event that such dispute or disagreement be not resolved to the parties' satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law". Provided, however, that disputes within the competence of the Construction Industry Arbitration Commission shall be submitted thereto, Arbitration proceedings shall be without prejudice to the right of the NPC to rescind or terminate this Contract.

Should NPC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR shall be liable to NPC for attorney's fees in the amount equivalent to twenty percent (20%) of the sum total claimed in the complaint, exclusive of other damages and the expenses of litigation.

In case of dispute or disagreement arises between NPC and the CONTRACTOR regarding the manner by which the latter is performing works, the CONTRACTOR shall follow the instruction of NPC relative thereto, otherwise, the CONTRACTOR shall have no right to ask for arbitration or go to court for relief.

**ARTICLE XIV
PERFORMANCE SECURITY**

To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR shall post a Performance Security which shall remain valid and effective during the contract duration.

a. Cash Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal 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, equivalent to ten (10%) of the contract price.

b. Surety Bond callable upon demand and penal in nature by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

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c. Performance Securing Declaration.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to 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.

The 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

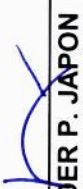
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SHIEHAM CONSTRUCTION & ENTERPRISES
(CONTRACTOR)
BY: 
ALIH S. HATAB
Manager/Owner

SIGNED IN THE PRESENCE OF:

M. CABATBAT
(CONTRACTOR)

SIGNED IN THE PRESENCE OF:

ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)

NATIONAL POWER CORPORATION
(NPC)
BY: 
ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO
7



NATIONAL POWER CORPORATION

(NPC)

BY:

ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO

SIGNED IN THE PRESENCE OF:

ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)

MACAPAGAL B. WAJID
(CONTRACTOR)

SHIEHAM CONSTRUCTION & ENTERPRISES
(CONTRACTOR)

BY:

ALIH S. HATAB
Manager/Owner

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.

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).

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NATIONAL POWER CORPORATION

(NPC)



ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO

BY:

SIGNED IN THE

PRESENCE OF:


ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)
Ma. Aurora B. Natcho
(CONTRACTOR)

SHIEHAM CONSTRUCTION & ENTERPRISES
(CONTRACTOR)

BY:


ALIH S. HATAB
Manager/Owner

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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IN WITNESS WHEREOF, the parties hereto have signed this Contract this 22 day of March, 2022 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

BY:



ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO

Handwritten initials


SHIEHAM CONSTRUCTION & ENTERPRISES
(CONTRACTOR)

BY:



ALIH S. HATAB
Manager/Owner


SIGNED IN THE PRESENCE OF:


ALEXANDER P. JAPON
Vice President, Admin & Finance
(NPC)


MICAPALMB-UEHIP
(CONTRACTOR)

FUNDS AVAILABLE

Handwritten note: N m. mms (m)


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

Handwritten notes:
2022
WO# E785A37
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P 14,126,237.40

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of 2 MAR 2022, 2022, personally appeared **ATTY. MELCHOR P. RIDULME**, OIC, OSVP & COO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW130003, known to me and to me known to be the same person who executed the foregoing instrument consisting of fourteen (14) 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.: _____

(Faint notary seal and signature area)

Doc. No. 76 ;
Page No. 17 ;
Book No. 3 ;
Series of 2022.

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ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 09 MAR 2022, 2022, personally appeared **MR. ALIH S. HATAB**, Manager/Owner, **SHIEHAM CONSTRUCTION AND ENTERPRISES** with Identification Document in the form of CTM#: 15857892, issued by CITY GOV'T. at MARCO CITY, on 1-15-22, known to me and to me known to be the same person who executed the foregoing instrument consisting of fourteen (14) 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.

Amor
ATTY. PETILIA M. AMON
Notary Public
Pasig City
Until December 31, 2023
IBP Lifetime No. Roll No. 2218
PTR BCE No. 8121781/01-03-22
Lifetime IBP Member No. 04286
Official Receipt No. 574709, IBP Chapter
MCLE Compliance No, VII-0000050/6-18-2019
Ground Flr. Armal Centre, U, Velasco., Ave.
Malinao, Pasig City

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NATIONAL POWER CORPORATION
(NPC)

ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO

BY:



SIGNED IN THE PRESENCE OF:

ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)



MAGAPASON B. WATA
(CONTRACTOR)



BY:

ALIH S. HATAB
Manager/Owner



SHIEHAM CONSTRUCTION & ENTERPRISES
(CONTRACTOR)

ANNEX A

BID PRICE SCHEDULE
SUMMARY

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 500 KL FOST FOR DINAGAT DPP
INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES
S3-DIN21-001 / PB210907-HG (NP)

ITEM NO.	PARTICULARS	TOTAL PRICE
1.0	Civil Works	P 3,427,635.75
2.0	Mechanical Works	P 10,309,828.65
3.0	Electrical Works	P 388,773.00
TOTAL AMOUNT		P 14,126,237.40

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BY: 

ATTY. MELCHOR P. RIDULME
OIC, OSVP & COO

ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)


MARAPAGAT B. WAZHID
(CONTRACTOR)

BY: 
ALIH S. HATAB
Manager/Owner

"ANNEX A"

**BOQ - BREAKDOWN OF PRICES
BID PRICE SCHEDULE**

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 500 KL FOST FOR DINAGAT DPP INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES

**S3-DIN21-001 / PB210907-HG (NP)
CIVIL WORKS**

Item No.	Description of Work or Materials	Work to be done	Unit of Measure	Quantity	Unit Price in Pesos	Total Amount
CW-1 DINAGAT 1 X 500KL FUEL OIL STORAGE TANK FOUNDATION						
1	Structural Excavation	Excavate, stockpile & Dispose	cu.m.	48	742.50	35,640.00
2	Structural Fill (Earth Fill)	Furnish, Place, Spread & Compact	cu.m.	25	1,402.50	35,062.50
3	Structural Fill (Sand Cushion)	Furnish, Place, Spread & Compact	cu.m.	6	3,836.25	23,017.50
4	Structural Fill (Crushed Stone 3/4")	Furnish, Place, Spread & Compact	cu.m.	15	2,557.50	38,362.50
5	Concrete (20.7 Mpa)	Furnish, Place	cu.m.	47	11,962.50	562,237.50
6	Reinforcing Steel Bars (Gr. 275)	Furnish, Schedule, Cut, Bend & Install	kgs	1,925	148.50	285,862.50
7	Concrete Epoxy Grout (2-component)	Furnish & Place	li	100	759.00	75,900.00
8	High Density Polyethylene Liner 1.0 mm (40mils) thick	Furnish & install	sq.m.	64	1,749.00	111,936.00
9	2Ø PVC Pipe	Furnish & install	l.m.	8	82.50	660.00

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Vice President – Admin & Finance
(NPC)

SHIEHAM CONSTRUCTION & ENTERPRISES
(CONTRACTOR)

BY:

ALIH S. HATAB
Manager/Owner

"ANNEX A"

**BOQ - BREAKDOWN OF PRICES
BID PRICE SCHEDULE**

**SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 500 KL FOST FOR DINAGAT DPP INCLUDING CONSTRUCTION OF
ASSOCIATED FACILITIES**

**S3-DIN21-001 / PB210907-HG (NP)
CIVIL WORKS**

Item No.	Description of Work or Materials	Work to be done	Unit of Measure	Quantity	Unit Price in Pesos	Total Amount
CW-2 CONTAINMENT WALL						
1	Structural Excavation	Excavate, Stockpile & Dispose	cu.m.	297	742.50	220,522.50
2	Structural Backfill	Place, Spread & Compact	cu.m.	65	1,402.50	91,162.50
3	Concrete (20.7 Mpa)	Furnish, Place	cu.m.	63	11,962.50	753,637.50
4	Reinforcing Steel Bars (Gr. 275)	Furnish, Schedule, Cut, Bend & Install	kgs	1,607	148.50	238,639.50
5	PVC Waterstop (6"x 3/16" Plain Dumbbell Type)	Furnish & install	l.m.	68	156.75	10,659.00
CW-3 SLOPE PROTECTION						
1	Structural Excavation	Excavate, Stockpile & Dispose	cu.m.	231	742.50	171,517.50
2	Rockwall/Masonry Wall	Furnish & Place	cu.m.	133	1,986.60	264,217.80
CW-4 DRAINAGE APPURTENANCES						
1	Oil Water Separator	Furnish & Construct	pc	1	25,487.55	25,487.55
2	Drain Pit	Furnish & Construct	pc.	1	11,772.75	11,772.75

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Vice President – Admin & Finance
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MASAPAGM B. WAHID
(CONTRACTOR)

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Manager/Owner

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BOQ - BREAKDOWN OF PRICES
BID PRICE SCHEDULE

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 500 KL FOST FOR DINAGAT DPP INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES

S3-DIN21-001 / PB210907-HG (NP)
CIVIL WORKS

Item No.	Description of Work or Materials	Work to be done	Unit of Measure	Quantity	Unit Price in Pesos	Total Amount
3	Valve Box	Furnish & Construct	pc	1	15,279.00	15,279.00
4	Demolition of Existing Drainage Canal	Furnish & Construct	l.m.	36	1,650.00	59,400.00
5	Reconstruction of Drainage Canal	Furnish & Construct	l.m.	22	8,250.00	181,500.00
CW-5 PUMPHOUSE FOR DINAGAT 1 X 500KL FOST						
1	Demolition of Existing Pumphouse for Dinagat DPP	Demolish	lot	1	49,734.30	49,734.30
2	Pump House for Dinagat DPP	Furnish & Construct	lot	1	140,250.00	140,250.00
CW-6 STEEL STAIRCASE						
1	Steel Staircase (including structural steel and foundation)	Furnish & Construct	lot	1	25,177.35	25,177.35

TOTAL AMOUNT OF CIVIL WORKS : 3,427,635.75

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BOQ - BREAKDOWN OF PRICES
BID PRICE SCHEDULE

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 500 KL FOST FOR DINAGAT DPP INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES

S3-DIN21-001 / PB210907-HG (NP)
MECHANICAL WORKS

Item No.	Description of Work or Materials	Work to be done	Unit	Quantity	Unit Price in Pesos	Total Amount
MW-1 FUEL OIL STORAGE TANK						
1.1	Diesel Oil Storage Tank (500 cu.m.), 9.0 M Nominal Diameter x 9.0 M Height, complete with tank appurtenances, spiral stairways, hand railings, anchor bolts, level gauge nozzles, associated piping and other tank appurtenances and accessories as described in the technical specifications and shown on bid drawings	Supply, Fabrication, Erection & Test	set	1	7,096,623.60	7,096,623.60
1.2	Tank Inspection, radiographic and hydrotesting	Conduct/Perform Testing	lot	1	45,441.00	45,441.00
1.3	Tank sandblasting and painting	Supply, Apply & Test	lot	1	199,237.50	199,237.50
1.4	Tank Calibration	Conduct/Perform Testing	lot	1	89,954.70	89,954.70
1.5	Fuel oil tank sounding tape, 10m long, aluminum alloy frame, stainless steel tape with brass dropper	Supply & Delivery	lot	1	25,773.00	25,773.00
1.6	Gate valve, 80mm Ø, cast iron, flanged ends, OSY or rising stem, Class 150	Supply, Install & Test	sets	5	25,550.25	127,751.25
1.7	Gate valve (spare nozzle), 65mm Ø, cast iron, flanged ends, OSY or rising stem, Class 150	Supply, Install & Test	set	1	5,753.55	5,753.55





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**BOQ - BREAKDOWN OF PRICES
BID PRICE SCHEDULE**

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 500 KL FOST FOR DINAGAT DPP INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES

**S3-DIN21-001 / PB210907-HG (NP)
MECHANICAL WORKS**

Item No.	Description of Work or Materials	Work to be done	Unit	Quantity	Unit Price in Pesos	Total Amount
1.8	Check Valve, 80mm Ø, swing type, cast iron, flanged ends, Class 150	Supply, Install & Test	sets	2	17,230.95	34,461.90
1.9	Gate Valve, drain line, 50mm Ø, cast iron, flanged ends, OSY or rising stem, Class 150	Supply, Install & Test	set	1	66,183.15	66,183.15
1.10	Butterfly Valve, 150mm Ø, water type, cast iron body, stainless steel shaft-sleeve and discs, Class 150	Supply, Install & Test	set	1	11,797.50	11,797.50
MW-2 FUEL OIL UNLOADING SYSTEM						
2.1	Fuel Oil Unloading/Transfer Pump, 18m ³ /h @ 30m head, 480V, 3 phase, 60 hertz, gear type, horizontal, complete with built-in relief valve, anchor bolts, control panel equipped with circuit breaker and controls, monitoring and protection, cables safety laid in a conduit from the pumphouse to the power supply source and other accessories described in the technical specifications and shown on the bid drawings	Supply, Install & Test	set	1	275,962.50	275,962.50
2.2	Gate valve, 80mmØ, OSY or rising stem, cast iron, flanged ends, Class 150	Supply, Install & Test	sets	5	16,953.75	84,768.75
2.3	Gate Valve, 80mm Ø, swing type, cast iron, flanged ends, Class 150	Supply, Install & Test	set	1	25,538.70	25,538.70





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MARJORIE B. NALAYO
(CONTRACTOR)

ALEXANDER P. JAPON
Vice President – Admin & Finance
(NPC)

SHIEHAM CONSTRUCTION & ENTERPRISES
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ALIH S. HATAB
Manager/Owner

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**BOQ - BREAKDOWN OF PRICES
BID PRICE SCHEDULE**

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 500 KL FOST FOR DINAGAT DPP INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES

**S3-DIN21-001 / PB210907-HG (NP)
MECHANICAL WORKS**

Item No.	Description of Work or Materials	Work to be done	Unit	Quantity	Unit Price in Pesos	Total Amount
2.4	Simplex strainer, 80mmØ, basket type, cast iron body, stainless steel element with magnet, flanged ends, 60 mesh minimum	Supply, Install & Test	sets	2	75,553.50	151,107.00
2.5	Flowmeter, 18m ³ /hr rated flow, aluminum body, flanged ends, with LCD display, internal battery to last at least 5 years, +0.5% accuracy, 0.02% repeatability, 150lb, monitors accumulated total flow, resettable total flow and instantaneous flow, equipped with pulse generator or 4-20mA current output	Supply, Install & Test	set	1	233,862.75	233,862.75
2.6	Pressure gauge, 100 mm Ø dial gauge buordon tube type with dampener and isolation valve	Supply, Install & Test	sets	2	6,880.50	13,761.00
2.7	Spare parts for fuel oil transfer pump for one (1) year operation for Manufacturer's recommendation and as specified in the technical specifications to include the following: a) One (1) set of bearings for pump and motor b) One (1) set of bushings, wearing rings, packing and gaskets for the pump	Supply & Deliver	lot	1	83,912.40	83,912.40

MW-3 FUEL & WASTE OIL TRANSFER PIPING SYSTEM

3.1	Fuel transfer pipe, 80mm Ø, ASTM A 53 Gr. B, seamless, schedule 40 and its associated fittings, pipe supports, gaskets, supports, flanges, bolts and other accessories	Supply, install & test	lm	198	5,918.55	1,171,872.90
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(NPC)

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ALI H. S. HATAB
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"ANNEX A"

BOQ - BREAKDOWN OF PRICES
BID PRICE SCHEDULE

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 500 KL FOST FOR DINAGAT DPP INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES

S3-DIN21-001 / PB210907-HG (NP)
MECHANICAL WORKS

Item No.	Description of Work or Materials	Work to be done	Unit	Quantity	Unit Price in Pesos	Total Amount
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3.2	Fuel transfer pipe, 50mm Ø, ASTM A 53 Gr. B, seamless, schedule 40 and its associated fittings, pipe supports, gaskets, supports, flanges, bolts and other accessories	Supply, install & test	lm	12	3,687.75	44,253.00
3.3	Waste Oil Pipe, 160mm Ø.D. (150mm DN), unplasticized PVC, Sch 80 or class 150, conforming to ASTM D-1784, and its associated fittings, pipe supports and other accessories as described in the technical specifications or drawings	Supply, install & test	lm	36	7,837.50	282,150.00

MW-4 FIRE EXTINGUISHERS

4.1	Portable Fire Extinguisher, clean agent, (HCFC or Halotron I type) 7.1 kg. (15.5 lbs), wall-hung type with bracket and accessories and UL/FM approved	Supply, install & test	set	1	17,077.50	17,077.50
4.2	Wheeled Type Fire Extinguisher (Foam-AFFF) complete with self-contained cylinder mounted on frame with handle, floorstand and steel or rubberized wheels, 125L (33 gallons) capacity, associated valves, dial gauge indicator, nitrogen expellant tank for unit pressurization, 15m long discharge hose of appropriate size fitted with couplings and foam nozzle assembly	Supply, install & test	sets	2	82,706.25	165,412.50

MW-5 MISCELLANEOUS

5.1	Tagging or Labels for Equipment, Valves, Piping, Instruments and its fixing accessories as described in the bid documents	Supply & install	lot	1	28,627.50	28,627.50
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"ANNEX A"

BOQ - BREAKDOWN OF PRICES
BID PRICE SCHEDULE

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 500 KL FOST FOR DINAGAT DPP INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES
S3-DIN21-001 / PB210907-HG (NP)
MECHANICAL WORKS

Item No.	Description of Work or Materials	Work to be done	Unit	Quantity	Unit Price in Pesos	Total Amount
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5.2	Painting for Fuel oil Piping & Equipment its associated valves, fittings, supports and other accessories including touch-up for supports and other accessories	Supply & Apply	lot	1	28,545.00	28,545.00
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TOTAL AMOUNT OF MECHANICAL WORKS : 10,309,828.65



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(CONTRACTOR)

SHIEHAM CONSTRUCTION & ENTERPRISES
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Manager/Owner

"ANNEX A"

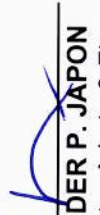
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BID PRICE SCHEDULE

SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 500 KL FOST FOR DINAGAT DPP INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES
S3-DIN21-001/ PB210907-HG (NP)
ELECTRICAL WORKS

Item No.	Description of Work or Materials	Work to be done	Unit	Quantity	Unit Price in Pesos	Total Amount
EW-1 PUMP MOTOR CONTROL, PROTECTION AND MONITORING PANEL						
a	Local Control and Protection Panel including NEMA-1 Class Combination Motor Starter with 63A/32AT MCCB, 3-Phase, indicating Lights, etc. (to be installed in the Pump House)	Furnish, Install & Test	set	1	110,550.00	110,550.00
b	Remote Contrl Panel including Start/Stop Button, Indicating Lights, Instrumentation Cables, etc. (to be installed in the Engine Area)	Furnish, Install & Test	set	1	17,955.30	17,955.30
c	Monitoring Panel including indicating Lights, Instrumentation Cables, etc. (to be installed in the Engine Area)	Furnish, Install & Test	set	1	58,418.25	58,418.25
EW-2 LIGHTING FIXTURES						
a	Fixture Type A (Portable Emergency Light, 2 x 2 W LED with built-in battery and battery charger)	Furnish, Install & Test	set	1	30,409.50	30,409.50
b	Fixture Type B (1 x 9 W Compact LED Lighting Fixture)	Furnish, Install & Test	set	1	37,039.20	37,039.20



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BY: 
Sr. B. WARR
(CONTRACTOR)

SHIEHAM CONSTRUCTION & ENTERPRISES
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S3-DIN21-001/ PB210907-HG (NP)
ELECTRICAL WORKS

Item No.	Description of Work or Materials	Work to be done	Unit	Quantity	Unit Price in Pesos	Total Amount
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EW-3 OUTLETS AND SWITCHES INCLUDING PLATE COVER
FLUSH-MOUNTED, GROUNDING TYPE

a	Convenience Outlet Duplex, with cover 16A, 240V, 1-phase	Furnish, Install & Test	set	1	8,987.55	8,987.55
b	Outlet for Emergency Lighting Fixture Single Receptacle 16A, 240V, 1-phase	Furnish, Install & Test	set	1	6,040.65	6,040.65
c	Single Pole Wall Switch, 10A, 240V	Furnish, Install & Test	set	1	13,675.20	13,675.20

EW-4 BUS CONDUCTOR AND INSULATED COPPER
CONDUCTORS INCLUDING TERMINAL LUGS, CABLE
TIES, IDENTIFICATION TAGS, ETC.

a	5.5 mm ² , 600 V, Heat Resistant Thermoplastic, (THHN/THWN-2), Copper Conductor	Furnish, Lay & Test	li.m.	160	156.75	25,080.00
b	3.5 mm ² , 600 V, Heat Resistant Thermoplastic, (THHN/THWN-2), Copper Conductor	Furnish, Lay & Test	li.m.	180	140.25	25,245.00

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ELECTRICAL WORKS

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EW-5 EMBEDDED AND/OR NON-EMBEDDED CONDUITS INCLUDING BOXES, LOCKNUTS, ELBOWS, BOLTS AND OTHER FITTINGS

a	25 mmØ uPVC	Furnish & Install	li.m.	30	206.25	6,187.50
b	20 mmØ uPVC	Furnish & Install	li.m.	40	161.70	6,468.00
c	Boxes, Locknuts, Elbows and Other Fittings	Furnish & Install	lot	1	25,477.65	25,477.65

EW-6 DISMANTLING OF EXISTING MOTOR PUMP PANEL, LIGHTING FIXTURES, POWER CABLES AND CONDUITS

		Dismantle and Stockpile	lot	1	17,239.20	17,239.20
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TOTAL AMOUNT OF ELECTRICAL WORKS : 388,773.00