


BY:


ALIH S. HATAB
Owner/Manager

CONTRACT NO. LOG MSSP 2023-07-049-MGF
SUPPLY, DELIVERY, INSTALLATION AND TEST OF 1 X 120M³ FUEL OIL STORAGE TANK (FOST) FOR SAN PASCUAL DPP INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES
PR No. S1-BRS23-004 / PB230605-EA00125

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. FERNANDO MARTIN Y. ROXAS**, 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 Owner/Manager, **MR. ALIH S. HATAB**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.


WITNESSETH: That -

WHEREAS, on 16 May 2023, NPC posted the Invitation to Bid for the Public Bidding of Supply, Delivery, Installation & Test of 1x120m³ Fuel Oil Storage Tank (FOST) for San Pascual DPP Including Construction of Associated Facilities;

WHEREAS, only one (1) bidder secured the bidding documents and participated in the bidding conducted on 05 June 2023 on the aforesaid undertaking;

Contract between NPC and Shieham Construction and Enterprises
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DPP Including Construction of Associated Facilities
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SIGNED IN THE PRESENCE OF:


(CONTRACTOR)

ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTIN Y. ROXAS
President and CEO

CONSTRUCTION (NPC)

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 Supply, Delivery, Installation & Test of 1x120m³ Fuel Oil Storage Tank (FOST) for San Pascual DPP Including Construction of Associated Facilities (PR No. S1-BRS23-004/PB230605-EA00125);
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 06 June 2023;
4. Post-qualification Report dated 16 June 2023;
5. CONTRACTOR's bid proposal dated 05 June 2023 as reflected in Annex A;
6. Notice of Award dated 06 July 2023;
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".

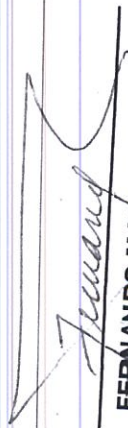
In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency

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Owner/Manager

BY: 
(CONTRACTOR)

ALEXANDER P. JAPON
Vice President, Admin & Finance


FERNANDO MARTINY. ROXAS
President and CEO



BY:

/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 one (1) unit of FOST with a nominal capacity of 120 cubic meters, nominal diameter 6.0 m and height of 5.4 m complete with valves, all tank appurtenances and accessories shown on the drawings and specified in this specification including tank calibration, testing (radiographic & hydrostatic), sandblasting and painting;
- d. Supply, installation and test of one (1) set 18 m³/hr at 30m head Fuel Oil Transfer Pump, 240V, 1-phase, 60 hertz, gear type complete with built-in relief valve, associated isolation valves, strainers, flow meter, electrical amenities, control & instrumentation and other accessories described in this specification;
- e. One (1) set of Portable Sump Pump, 11.4 m³/hr @ 14 m head, stainless steel body, stainless steel impeller & shaft, 240 VAC, 60 hz, 1-ph. Complete with level switch, controls and other accessories as described in technical specifications;
- f. Supply, Installation and Test of Power and Lighting System;
- g. Supply, Laying and Test of Insulated Copper Conductors;
- h. Supply and Installation of Conduit System;
- i. Construction of oil-water separator as shown on the drawings;
- j. 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;
- k. Construction of fuel oil transfer pump house complete with electrical amenities and concrete foundation for fuel oil transfer

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FERNANDO MARTINY. ROXAS
President and CEO

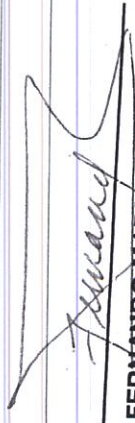

ALEXANDER P. JAPON
Vice President, Admin & Finance


(CONTRACTOR)

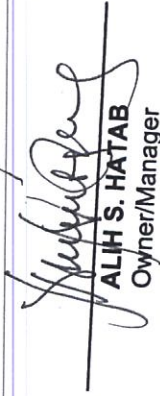

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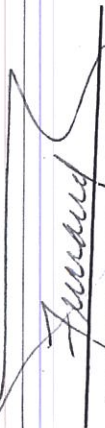
pump;

- i. Supply, installation and test of waste oil/water drain pipes including the required excavation and backfilling works and necessary interconnection works with existing drainage systems as applicable and shown on drawings;
- m. Supply, installation and test of fuel/waste oil pipe, pipe fittings, pipe supports, associated valves and accessories, required excavation and backfilling works, interconnection works with existing fuel piping system, coating and painting;
- n. Supply and installation of one (1) set of Foam (AFFF), 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;
- o. 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;
- p. One (1) unit of 10 m long fuel oil sounding tape;
- q. Tagging and marking for all supplied equipment including tank, valves and piping in accordance with the requirements of the relevant technical specifications;
- r. Corrosion protection and painting;
- s. Demobilization including clearing of site/demolition of Contractor's camp facilities; and
- t. All other works and services required to complete the project.;

MINIMUM REQUIRED KEY PERSONNEL

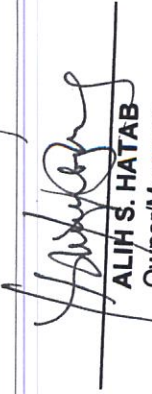
- a. One (1) Project/Site Engineer - Registered Civil Engineer who had supervised at least a project similar in nature as to the type and cost of the proposed project within the last 10 years. Must have at least 3 years professional experience as Civil Engineer on similar project.
- b. One (1) Materials Engineer (as required by DPWH Department Order No. 111)

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Registered Civil Engineer with valid accreditation from the Department of Public Works and Highways (DPWH) as Materials Engineer I.

- c. One (1) Construction Safety Officer 2 — Experienced Construction Safety Officer accredited by the Department of Labor and Employment (DOLE).

Construction Safety Officer who has completed at least forty (40) hours of Construction Safety and Health Training (COSH) from Occupational Safety and Health Center (OSHC) or Safety Training Organizations (STOs) accredited by the Department of Labor and Employment (DOLE).

Valid Professional Regulations Commission (PRC) license for professional personnel, Construction Safety and Health Training Certificate from OSHC/STOs accredited by DOLE for the Safety Officer, certificate of accreditation including ID card issued by DPWH for Materials Engineer, shall be submitted and included as an attachment in the Standard Form NPCSF-INFR-09: List of Key Personnel Proposed to be Assign to the Contract.

The above key personnel must either be employed by the Bidder or contracted by the Bidder to be employed for the contract to be bid.

MINIMUM REQUIRED CONSTRUCTION EQUIPMENT

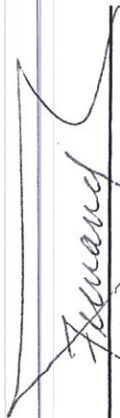
- a. Welding Machine (300 Amp) - 2 units
- b. Bar Cutter (32mm Ø capable) - 1 unit
- c. Concrete Mixer (1-bagger) - 2 units
- d. Oxy-acetylene Gas Cutter - 1 unit
- e. Concrete Vibrator (3.5 hp) - 1 unit
- f. Vibratory Plate Compactor - 1 unit

**ARTICLE III
COMMENCEMENT AND COMPLETION PERIOD**

CONTRACTOR shall complete all the works specified in the bidding documents within **one hundred fifty (150) calendar days**. The contract period 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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**ARTICLE IV
PAYMENT**

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 SEVEN MILLION TWO HUNDRED TEN THOUSAND EIGHT HUNDRED ELEVEN PESOS AND 81/100 (PHP 7,210,811.81).**

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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**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**

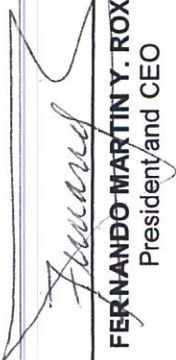
The CONTRACTOR shall assume full responsibility for the entire contract work until its final acceptance by NPC and shall be held responsible for any damage or destruction of works until final acceptance.

**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.

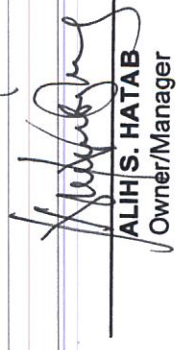
If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its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

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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
PRE-TERMINATION**

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 of any and all advances made, plus legal interest from the date of receipt

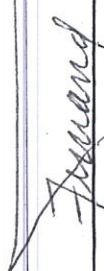
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Vice President, Admin & Finance


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President and CEO

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**

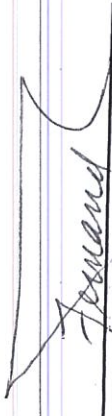
To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR shall post a Performance Security which shall remain valid and effective during the contract duration.

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.

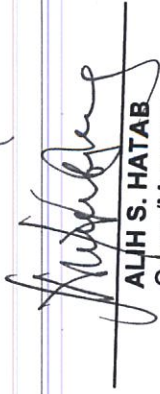
c. Performance Securing Declaration.

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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 guarantee confirmed by Universal or Commercial bank equivalent to 10%

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Fernando
FERNANDO MARTIN Y. ROXAS
President and CEO

Alexander P. Japon
ALEXANDER P. JAPON
Vice President, Admin & Finance

MD
(CONTRACTOR)

Alih S. Hatab
ALIH S. HATAB
Owner/Manager

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.

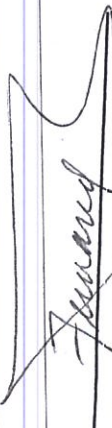
ARTICLE VII
LIQUIDATED DAMAGES

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

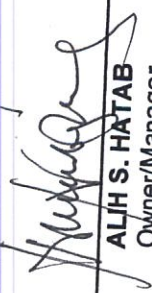
CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure 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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**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.

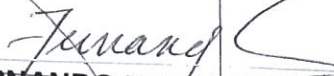
**ARTICLE X
VENUE OF ACTION**

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 14th day of August, 2023 at Quezon City, Philippines.


**NATIONAL POWER CORPORATION
(NPC)**


BY: 
FERNANDO MARTIN Y. ROXAS
President and CEO

**SHIEHAM CONSTRUCTION & ENTERPRISES
(CONTRACTOR)**

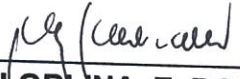
BY: 
ALIH S. HATAB
Owner/Manager

SIGNED IN THE PRESENCE OF:


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


MACAPAGAL B. WSHD
(CONTRACTOR)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

(6)

CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2023
JOB ORDER	: WGH EGO1764
COST CENTER	: 084123
AMOUNT	: ₱ 7,20,811.81

Contract between NPC and Shieham Construction and Enterprises
Supply, Delivery, Installation & Test of 1x120m³ Fuel Oil Storage Tank (FOST) for San Pascual
DPP Including Construction of Associated Facilities
Contract No. LOG MSSP 2023-07-049-MGF

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of AUG 14 2023, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of fifteen (15) 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, 2023
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 29 ;
Page No. 7 ;
Book No. 2 ;
Series of 2023.

ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307796; 01/31/2023; Tarlac
PTR No. 4028415; 01/03/2023; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Contract between NPC and Shieham Construction and Enterprises
Supply, Delivery, Installation & Test of 1x120m³ Fuel Oil Storage Tank (FOST) for San Pascual
DPP Including Construction of Associated Facilities
Contract No. LOG MSSP 2023-07-049-MGF

AFG-LOG-007.F01
Rev. No. 0
Sheet 14 of 15

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this 26 JUL 2023 day of _____, 2023, personally appeared **MR. ALIH S. HATAB**, Owner/Manager, **SHIEHAM CONSTRUCTION AND ENTERPRISES** with Identification Document in the form of DRIVER'S LICENCE, issued by LTO - R-1X at ZAMBONGALE CITY on 12-14-21, known to me and to me known to be the same person who executed the foregoing instrument consisting of fifteen (15) 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.

26 JUL 2023

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

Notary Public
Until December 31, 2023
IBP Lifetime No.: _____
PTR No.: _____

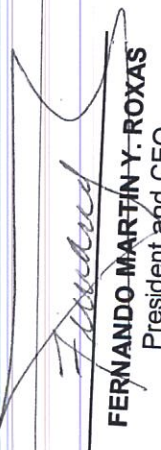
Doc. No.: 388
Page No.: 17
Book No.: 24
Series of 2023.

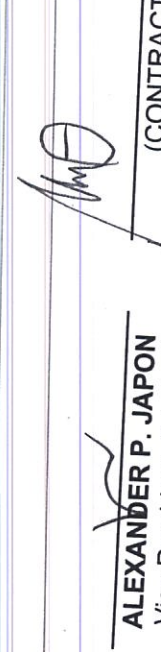
ATTY. JOEL FERRER FLORES
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2023 (2023-2024)
APPOINTMENT NO. M-115
ROLL NO. 77376

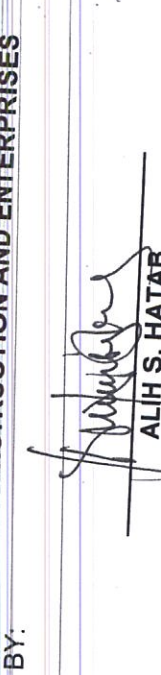
MCLE COMPLIANCE NO. 0001393, Jan. 03, 2023 (until Apr. 14, 2028)
PTR NO. 9563564 / JAN. 03, 2023 / MAKATI CITY
IBP NO. 261994 / JAN. 03, 2023 / PASIG CITY
(1107 D BATAAN ST., GUADALUPE NUEVO, MAKATI CITY

Contract between NPC and Shieham Construction and Enterprises
Supply, Delivery, Installation & Test of 1x120m³ Fuel Oil Storage Tank (FOST) for San Pascual
DPP Including Construction of Associated Facilities
Contract No. LOG MSSP 2023-07-049-MGF

AFG-LOG-007.F01
Rev. No. 0
Sheet 15 of 15

SIGNED IN THE PRESENCE OF:

FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:

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

BY:

ALIH S. HATAB
Owner/Manager

SHIEHAM CONSTRUCTION AND ENTERPRISES

ANNEX A

BID PRICE SCHEDULE SUMMARY

SUPPLY, DELIVERY, INSTALLATION & TEST OF 1X120M³ FUEL OIL STORAGE TANK (FOST) FOR SAN PASCUAL DPP INCLUDING CONSTRUCTION OF ASSOCIATED FACILITIES
PR No. S1-BRS23-004 / PB230605-EA00125

ITEM NO.	PARTICULARS	TOTAL PRICE
A.	SAN PASCUAL DPP	
1.0	Civil Works	2,424,595.66
2.0	Mechanical Works	4,786,216.15
	TOTAL AMOUNT	7,210,811.81