

DBC MACHINERIES CORPORATION

BY:

  
**DANILO LEOPOLDO B. DELA CRUZ**  
President/General Manager

**CONTRACT NO. LOG MSSP 2022-12-128-ALC**  
**SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT,  
CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL  
EXPENSES NECESSARY FOR THE REHABILITATION/REPAIR OF  
POWER INTAKE SERVICE GATES OF AGUS 1 HEP**  
**MA-A2M22-001 / PB220802-HG00288**

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 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 -

**DBC MACHINERIES CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Mahayahay, 9200 Iligan City, Philippines herein represented by its President/General Manager, **MR. DANILO LEOPOLDO B. DELA CRUZ**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

**WITNESSETH: That -**

WHEREAS, on 14 July 2022, NPC posted the Invitation to Bid for the Public Bidding for the Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates of Agus 1 HEP;

WHEREAS, there weretwo (2) prospective bidders secured the bidding documents and participated in the bidding conducted on 31 August 2022 on the aforesaid undertaking;

Contract between NPC and DBC Machineries Corporation  
Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates of Agus 1 HEP  
Contract No. LOG MSSP 2022-12-128-ALC

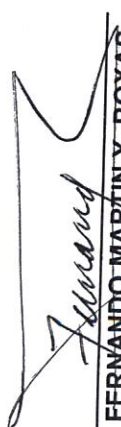
SIGNED IN THE PRESENCE OF:

  
**MA. RUBY P. DARINSUE**  
(SUPPLIER)

  
**ALEXANDER P. JAPON**  
Vice President, Admin & Finance

NATIONAL POWER CORPORATION (NPC)

BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO



BY:

  
DANILO LEOPOLDO B. DELA CRUZ  
President/General Manager

WHEREAS, SUPPLIER's bid offer was considered as the lowest calculated and responsive bid;

WHEREAS, NPC accepted the said bid of the SUPPLIER;

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 of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates of Agus 1 HEP;
2. Supplemental/Bid Bulletin Nos. 1, 2 & 3 dated 21 July 2022, 11 August 2022 and 22 August 2022;
3. Bid Submission/Opening Report dated 07 September 2022;
4. Post-qualification Report dated 26 October 2022;
5. SUPPLIER's bid proposal dated 25 August 2022;
6. Notice of Award dated 22 December 2022;
7. Notice to Proceed; and
8. The Performance Security to be filed by SUPPLIER in accordance with this Contract.

The documents mentioned above shall collectively be referred to as "Contract Documents".

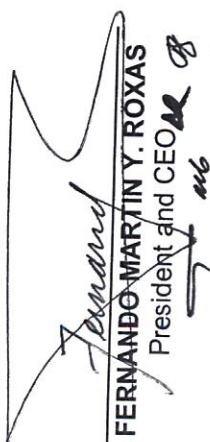
In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

SIGNED IN THE PRESENCE OF:

  
MA. RUBY R. BARRINQUE  
(SUPPLIER)

  
ALEXANDER P. JAPON  
Vice President, Admin & Finance

BY:

  
FERNANDO MARTIN Y. ROXAS  
President and CEO



BY:

  
DANILO LEOPOLDO B. DELA CRUZ  
President/General Manager

## ARTICLE II SCOPE OF CONTRACT SUMMARY

SUPPLIER shall, in accordance with the provisions of, and subject to the conditions contained in the Contract Documents, undertake the Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation/Repair of Power Intake Service Gates of Agus 1 HEP. Scope of Work and related services to be provided by the SUPPLIER are contained in the Bid Documents.

The works and services to be performed by the Supplier/Contractor under this contract shall be as follows:

- a) Conduct actual verification/inspection of Power Intake Service Gates at site purposely to have clear view and understanding with regards to the dam intake structures, equipment location, power source/connection, system interface, dimensions, etc.;

The SUPPLIER shall take pictures before, during and after completion of works with corresponding dates.

Site-inspection certificate shall be secured signed by the Plant Manager or his/her representative.

- b) Lowering and Sealing of Bulkhead Gates

- b.1 Transferring of lifting hook one at a time for each of the three (3) Bulkhead Gates;

- b.2 Opening of top trash rack panels of Unit 1 for the diver to enter the Bulkhead Gates;

- b.3 Sealing of Bulkhead Gates using estufa to prevent water leakage

- c) Rehabilitation of Unit 1's Gate 1 Power Intake Service Gate

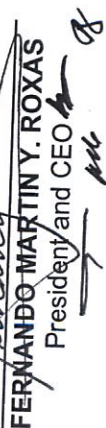
- c.1 Pulling out of Service Gate

- \* Draining of Hydraulic Cylinder Oil
- \* Detaching of Hydraulic Pipes (return, control and supply line)
- \* Detaching of pilot valves
- \* Dismantling of Steel Platform
- \* Dismantling of Hydraulic Cylinder and pulling out using 25-Ton Telescopic Crane

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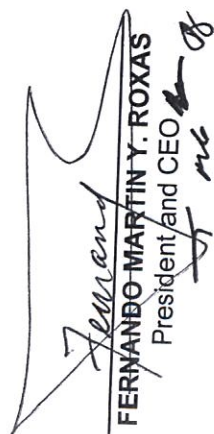
  
MA. RUBY R. PARINQUE  
(SUPPLIER)

  
ALEXANDER P. JAPON  
Vice President, Admin & Finance

  
FERNANDO MARTIN Y. ROXAS  
President and CEO

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FERNANDO MARTIN Y. ROXAS  
President and CEO

  
ALEXANDER P. JAPON  
Vice President, Admin & Finance

  
MA. RUBY R. BARINOME  
(SUPPLIER)

BY:

  
DANILO LEOPOLDO B. DELA CRUZ  
President/General Manager

- \* Unbolting of Service Gate Head over and Pulling Out using Telescopic Crane
- \* Pulling-out of Intake Service Gate using Telescopic Crane

c.2 Rehabilitation/Reconditioning of Hydraulic Cylinder to satisfy the Equipment Function

- \* Transporting of Hydraulic Cylinder to Contractor's Warehouse/Workshop
- \* General reconditioning of Hydraulic Cylinder Hard Chrome Rods (HV850)
- \* Restoration of Cylinder Honed Tubes
- \* Replacement of all High Pressure Cylinder Rubber Seal Kits, O-rings, Valve Seals and Packings
- \* Modification of Cylinder for Air Vent Release
- \* Upgrading of Cylinder to Intelligent Positioning Cylinder
- \* External Coat for Parts:
  - Sand blasted by Sa 2.5 according to the Svensk Standard SIS 055900-1967 OR DIN 55928 or equivalent
  - Coat Sequence: 2 x Passivol (Universalgrund) 2 x Topol 100 (Top Coat)

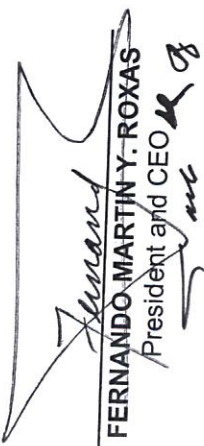
- \* Cylinder Pressure Test (280 bar)
- \* Replacement of Hydraulic Pipe Return Line
- \* Replacement of Pilot Check Valve / Cylinder Block
- \* Application of Protection Coating on Piston Rod
  - Process: Galvanic Hard Chrome
  - Thickness: min. 30um
  - Hardness: HV 900-1100 kp/mm2

NOTE: Technical Data of Hydraulic Cylinder

- Tractive Force: 550 KN
- Locking Charge by mean if gate-weight: 131 KN
- Lifting and Rising: 0.4m/mm
- Emergency Closure: 2.1m/mm
- Working Pressure: 70 bar on piston rod side
- Test Pressure: 140 bar



BY:

  
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President and CEO

  
ALEXANDER P. JAPON  
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MA. RUBY R. BARINAG  
(SUPPLIER)

BY:

  
DANILO LEOPOLDO B. DELA CRUZ  
President/General Manager

- Supporting Welding Seams: 100% x-rayed
- Weight:
  - h.1. Cylinder : 3,300 kg
  - h.2 Oil Filling : 600 kg
  - Total : 3900 kg

### c.3 Rehabilitation of Power Intake Services Gates

- \* Transportation of Power Intake Service Gate to Contractor's Warehouse/Workshop.
- \* Removal and replacement of Rubber Seal
- \* Replacement of Self-Lubricating Roller Bearing (Hot Dip Galvanized Finished)
- \* Repairing of Guide Rollers, Piston Rod and Steel Surfaces including de-rusting of Steel Surfaces
- \* Repairing and sand blasting of gates prior to painting
- \* Application of anti-corrosive paints on Power Service Intake Gate
- \* Lubrication and greasing of various mechanical parts

### c.4 Rehabilitation/Repair of Gate Guide Rails and Seal Seats

- \* Thorough investigation of gate guide rails and seal seats
- \* De-rusting of steel surface
- \* Application of anti-corrosive paint to guide rails
- \* Clearing of seal seats

### c.5 Repair of Intake Service Gate Head Cover

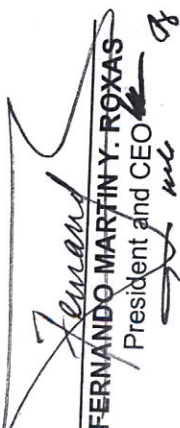
- \* Re-dusting of steel plates
- \* Application of anti-corrosion paint
- \* Replacement of rusted/damaged bolts

### c.6 Installation of newly rehabilitated Intake Gate

- \* Transportation of Intake Gate from Contractor's Workshop to the site
- \* Lowering of Intake Gate using telescopic crane at the lower most part of the guide rail (close position of Intake Gate)
- \* Installation of temporary ladder at the vent area to access the bottom part of the Intake Gate to visualize the actual operation of the gate
- \* Conducting of eccentric investigation and actual inspection of gate rubber seal on close position



BY:

  
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**ALEXANDER P. JAPON**  
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**MA. RUBY R. BAPISTA**  
(SUPPLIER)

BY:

  
**DANILO LEOPOLDO B. DELA CRUZ**  
President/General Manager

- \* Lifting of Intake gates using telescopic crane to visualize if the rubber seal is fitted perfectly on the guide rails and seal sets
- \* If the rubber seal is detached from the service gates during the dry exercise, the gate must be sent back to Contractor's Workshop for rehabilitation

#### c.7 Installation of Newly Rehabilitated Hydraulic Cylinder

- \* Installation of repaired intake head cover in preparation for hydraulic cylinder installation
- \* Transport of Hydraulic Cylinder from Contractor's Workshop to the site
- \* Lowering and installation of Hydraulic Cylinder using Telescopic crane
- \* Installation of new pilot valve
- \* Installation of supply, return and control hydraulic pipe line
- \* Installation of new mechanical gate Position Indicator
- \* Refilling of hydraulic oil to Hydraulic Cylinder from Hydraulic Power Unit (HPU) at the Intake Control Room
- \* Constant bleeding of pipe lines during refilling of hydraulic oil to eliminate air trap

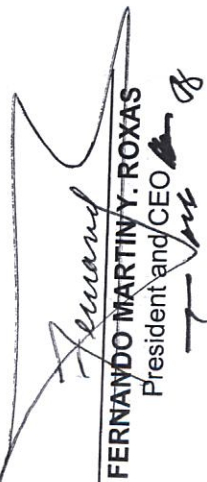
#### c.8 Reconditioning of Hydraulic Power Unit (HPU)

- \* Conduction of overall investigation and testing on the functionality of HPU
- \* Replacement of Hydraulic Component such as valves (directional, emergency, fast close), filter, motor and other necessary components
- \* Re-tightening of pipes with oil leaks
- \* Testing of Hydraulic Manifold Blocks, Valves and fittings

- d) Supply of drums for hydraulic oil drained from Hydraulic Cylinder
- e) Conduct thorough structural investigation (core bore and sampling analysis) of intake structure by experienced Civil/ Structural Engineer Core;
- f) Conduct diving works to perform leakage control and provision of stop log sealing materials:



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- g) Conduct actual verification/inspection of the existing power intake gates at site purposely to have clear view and understanding with regards to the Contractor's scope of works, equipment location, power source/connection, pipe route and tapping connection and verification of dimensional requirements. Contractor's representative who shall conduct on-site inspection shall be technically knowledgeable on this project;
- h) Mobilization/De-mobilization;
- i) Provide 25 tons lifting equipment/mobile crane for the dismantling/dismounting/removal of hydraulic cylinders from power intake gates;
- j) Transport/hauling of all dismantled/removed electro-mechanical equipment/components/ and other waste materials in the area inside the plant site as designated by authorized NPC Plant personnel;
- k) Mount/anchor and install the rehabilitated/repared power intake gates back to its location. Mounting bolts shall be included in the Supplier's/Contractor's scope;
- l) Provide tools, equipment and materials/consumables i.e., power and instrument cables, flexible hose and hydraulic oil necessary for system installation, operation and up to satisfactory completion of the work;
- m) Provide services of highly qualified and experienced technical personnel having expertise in the rehabilitation/repair of the power intake gates and associated auxiliaries, test and commissioning, as follows;
  - Project Supervisor
  - Professional Mechanical Engineer (PME)
  - Mechanical Engineer
  - Structural Engineer with minimum work experience
  - Electrical Engineer
  - Technician
  - Safety Officer
  - Welder (NCII)
  - Commercial Diver
  - Machinist
  - Painter
- n) Conduct training for plant personnel on technical, operation and proper operation & maintenance of the power intake gates and associated auxiliaries at site;



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- o) Conduct test and commissioning of the power intake gates and associated auxiliaries including its control system;
- p) Corrosion protection and painting. All painting works must be supervised by a Certified Level 2 Painting inspector
- q) Clean-up of work areas after the completion of work covered by the contract; and
- r) Other works and services as specified in the relevant specifications including those that are not specifically detailed herein but are required to fully complete and placing ready for the safe and reliable operation of the power intake gates.

### **ARTICLE III PROJECT DURATION**

The SUPPLIER shall complete the works as specified within **ninety (90) calendar days** which shall become effective from receipt of Notice to Proceed.

The supply of labor, materials, tools/equipment, consumables, supervision and other incidental expenses necessary for the rehabilitation/repair of power intake service gates for Agus 1 HEP's Unit #1 shall be at plant site in Marawi City.

The Contractor shall be responsible for visiting the site and take particular reference to its accessibility, means of communication, transportation and all other factors that could hamper the smooth execution of the contract.

Any and/or all expenses arising through the lack of knowledge or understanding regarding the existing conditions of the site shall be the responsibility of the Contractor and no additional payment thereof shall be made by NPC.

### **ARTICLE IV TOTAL CONTRACT PRICE AND PAYMENT TERMS**

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS TWENTY TWO MILLION NINE HUNDRED NINETY NINE THOUSAND PESOS (PHP 22,999,000.00) ONLY.**

The Total Contract Price specified above shall be paid in accordance with the provisions of Section IV, Clause GCC-2 of the Bid Documents.

All taxes, customs duties, tariffs, exports, excise and all other taxes assessed and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials,

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Rev. No. 0  
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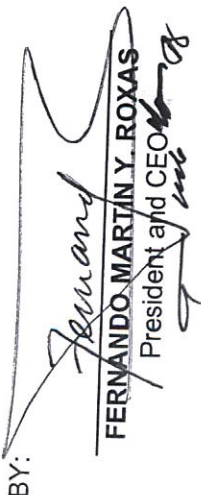
  
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President/General Manager

equipment and supplies to be furnished under the Contract shall be borne by the SUPPLIER.

In addition, all taxes, fees, insurance and cost of delivery to site shall be borne by the SUPPLIER

## ARTICLE V PERFORMANCE SECURITY

To guarantee the faithful performance of the SUPPLIER's obligation under this Contract, the SUPPLIER 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 five (5%) of the total contract price.

b. Surety Bond callable upon demand and penal in nature by a Surety or Insurance Company duly accredited 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.

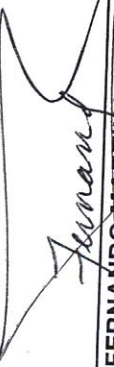
The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

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 item, The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the SUPPLIER to perform its obligation under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.


In case of surety bond, any extension of the contract time granted to the SUPPLIER, 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 such 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 SUPPLIER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.



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BY:

  
DANILO LEOPOLDO B. DELA CRUZ  
President/General Manager

## ARTICLE VI WARRANTY/GUARANTEE BOND

To assure that manufacturing defects shall be corrected by the SUPPLIER or its manufacturer, the SUPPLIER shall post a Warranty/Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV / General Conditions of Contract, Clause GCC-5 of the Bid Documents. This is also a pre-requisite to the discharge and return to the SUPPLIER of the Performance Bond. This shall remain valid for twelve (12) months after the final acceptance of the goods by the end user. The obligation of the warranty shall be covered by, at the SUPPLIER's option, either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total Contract Price. The said amount shall only be released after the lapse of the warranty period, provided, however, that the GOODS supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

## ARTICLE VII LIQUIDATED DAMAGES

Should SUPPLIER fail to satisfactorily deliver any or all the GOODS and/or perform the services within the period specified in this Contract inclusive of duly granted time extensions, if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one tenth (1/10) of one percent (1%) of the contract cost of the delay/unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the NPC may rescind the contract without prejudice to other course of action and remedies open to it.

## ARTICLE VIII NON-ASSIGNMENT AND NO SUB-CONTRACT

The SUPPLIER 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 SUPPLIER of its responsibilities under the Contract. The SUPPLIER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SUPPLIER shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.



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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 SUPPLIER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SUPPLIER because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

## ARTICLE IX 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 X SUSPENSION OF WORK

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The SUPPLIER shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the supplier shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

## ARTICLE XI 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 SUPPLIER, 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 SUPPLIER cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

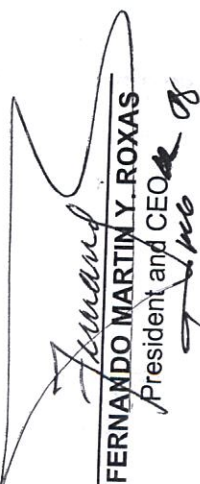
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(SUPPLIER)

  
ALEXANDER P. JAPON  
Vice President, Admin & Finance

BY:

  
FERNANDO MARTIN Y. ROXAS  
President and CEO



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Any misrepresentation made by the SUPPLIER in the submission of documents, or suppression of material facts, which if known could have disqualified the supplier 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 of the amount or amount advanced.

## ARTICLE XII WARRANTY CLAUSE

SUPPLIER 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 SUPPLIER will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of 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 execution; 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 of 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 SUPPLIER and/or his representative and/or the erring NPC official(s) and employee(s).

## ARTICLE XIII JOINT AND SEVERAL LIABILITY

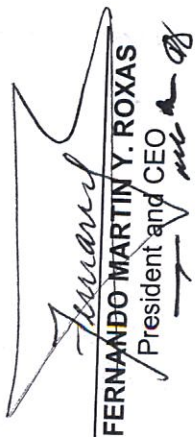
The liability of the SUPPLIER and/or any and all of the entities representing it on any manner under this Contract or relating thereto is joint and several and for this reason NPC may proceed against any or all of them.

SIGNED IN THE PRESENCE OF:

  
MA. RUBY R. BARINQUE  
(SUPPLIER)

  
ALEXANDER P. JAPON  
Vice President, Admin & Finance

BY:

  
FERNANDO MARTIN Y. ROXAS  
President and CEO

or



BY:

  
FERNANDO MARTIN Y. ROXAS

President and CEO

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ALEXANDER P. JAPON

Vice President, Admin &  
Finance

  
MA. PIEDAD P. BENIQUE  
(SUPPLIER)

BY:

  
DANILLO LEOPOLDO B. DELA CRUZ

President/General Manager

#### ARTICLE XIV 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 XV EFFECTIVITY

This Contract shall become effective upon receipt of the Notice to Proceed.

#### ARTICLE XVI VENUE OF ACTION

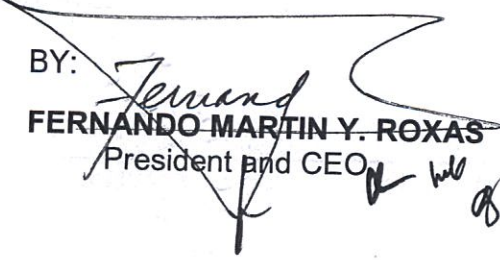
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines, only.



IN WITNESS WHEREOF, the parties hereto have signed this Contract  
this 3rd day of April, 2023 at Quezon City, Philippines.


**NATIONAL POWER CORPORATION**  
(NPC)

**DBC MACHINERIES CORPORATION**  
(SUPPLIER)

BY:   
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

BY:   
**DANILO LEOPOLDO B. DELA CRUZ**  
President/General Manager

SIGNED IN THE PRESENCE OF:

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

  
**MA. RUDY R. MARINOUE**  
(SUPPLIER)

FUNDS AVAILABLE

  
**LORLINA E. BOMEDIANO**  
Sr. Dept. Manager, Finance.

(mar 15)

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	: 2023
JOB ORDER	: WO# B101109
COST CENTER	: 6642013
AMOUNT	: ₱22,999,000.00



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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of APR 03 2023, 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 sixteen (16) 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. 477 ;  
Page No. 96 ;  
Book No. 329 ;  
Series of 2023.

**ATTY. JASON G. DE BELEN**

Roll No. 38259

Adm. No. NP-070 Notary Public

Notary Public for Quezon City

My Commission expires on December 31, 2023

No. 7M Sct. Borromeo St. cor. Panay Ave., Q.C.

IBP No. 259495; Q.C.; 1-3-2023

PTR No. 4007196; Q.C.; 1-3-2023

MCLE VII-0019570; 5-30-22



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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Iligan City/  
12<sup>th</sup> day of January, 2023, personally appeared **MR. DANILO**  
**LEOPOLDO B. DELA CRUZ**, President/General Manager, **DBC**  
**MACHINERIES CORPORATION** with Identification Document in the  
form of OSCA ID. NO. 10388 issued by OSCA at  
ILIGAN CITY, on July 18, 2013 known to me and to me known to  
be the same person who executed the foregoing instrument consisting of  
sixteen (16) 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.

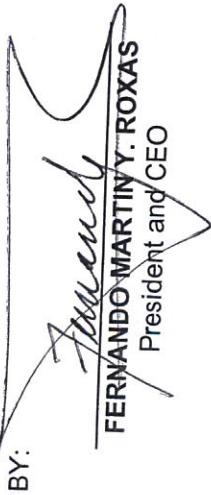
WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the  
date first above written.

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

Doc. No.: 13  
Page No.: 3  
Book No.: 6  
Series of 2023.

*Necitas*  
**ATTY. NECITAS CADAVEZ VICENTE**  
**NOTARY PUBLIC**  
Until December 31, 2024  
Commission Serial No. 23-386  
Roll No. 67634  
PTR No. 1042480; Dec 2, 2022;  
for CY 2023; Iligan City  
MCLE COMPLIANCE No. VII-0023553;  
Valid Until April 14, 2025  
IBP LIFETIME No. 19168



BY:   
**FERNANDO MARTIN Y. ROXAS**  
 President and CEO

  
**ALEXANDER P. JAPON**  
 Vice President, Admin &  
 Finance

  
**MA. RUBY R. BARILWAITE**  
 (SUPPLIER)

BY:   
**DANILO LEOPOLDO B. DELA CRUZ**  
 President/General Manager

ANNEX "A"

SECTION VII - SCHEDULE OF REQUIREMENTS  
 BID PRICE SCHEDULE

SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES  
 NECESSARY FOR THE REHABILITATION/REPAIR OF THREE (3) POWER INTAKE SERVICES GATES OF AGUS 1 HEP UNIT # 1  
 MA-A2M22-001 / PB220802-HG00288

Item No.	Description of Work or Materials	QTY. / UNIT	* C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED					TOTAL PRICE	
				Unit Price of Goods Delivered up to Philippine Port (Phil. Peso) *	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt.	Local Transport from Port to Delivery Site *** (Phil. Peso)	Local Currency Portion (Phil. Peso) ((E+F+G+H) x C)		
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)		
1	Supply of Labor, Materials, Consumables, Supervision and Other Incidental Expenses Necessary for the Rehabilitation / Repair of Three (3) Power Intake Services Gates for Agus 1 HEP Unit # 1	1 lot	63 PHILS	19,641,964.29	700,000.00	2,357,035.71	300,000.00		22,999,000.00	