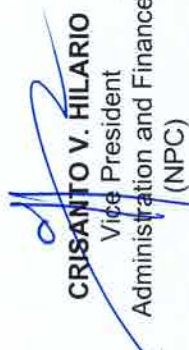


BY:

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)


(SUPPLIER)


JULIUS VINCENT R. CATANIAG
Authorized Representative

CONTRACT NO. LOG MSSP 2024-07-094-MDC

**SUPPLY, DELIVERY, INSTALLATION, TEST AND COMMISSIONING OF
FOUR (4) UNITS OF DIESEL GENSETS FOR SIBOLO DPP AND
GUIWANON DPP IN WESTERN VISAYAS INCLUDING ITS ASSOCIATED
ELECTRICAL EQUIPMENT UNDER PACKAGE 31
PR NO. SO-OPD23-011 / PB230822-JD00230 (NP)**

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 Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue (formerly 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 -

JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES AND CLEAN N GREEN ENERGY SOLUTIONS, INC., a joint venture duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Davao Street, Aluba Subdivision, Macasandig, Cagayan de Oro City, Philippines, herein represented by its Authorized Representative, **MR. JULIUS VINCENT R. CATANIAG**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That –

WHEREAS, the procurement had undergone two (2) failed public biddings last 22 August 2023 and 24 October 2023;

WHEREAS, the BAC recommended the conduct of Alternative Mode of Procurement – Negotiated Procurement (Two Failed Biddings) and approved by the President and CEO per Post Qualification Report dated 15 November 2023;

WHEREAS on 09 April 2024, NPC posted the Invitation to Bid for the Negotiated Procurement – Two Failed Biddings for the Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel Gensets for

Contract between NPC and Joint Venture of MLS JC Construction Services & Clean N Green Energy Solutions, Inc.
Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel Gensets for Sibolo DPP and Guiwanon DPP in Western Visayas including its Associated Electrical Equipment under Package 31
Contract No. LOG MSSP 2024-07-094-MDC

BY:


FERNANDO MARTIN Y ROXAS
President and CEO

BY:


CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)


JULIUS VINCENT R. CATANIAG
Authorized Representative
(SUPPLIER)

Sibolo DPP and Guiwanon DPP in Western Visayas including its Associated Electrical Equipment under Package 31;

WHEREAS, only one (1) prospective bidder secured the Terms of Reference and participated in the Negotiated Procurement conducted on 17 April 2024;

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

WHEREAS, NPC accepted the said bid of the SUPPLIER;

WHEREAS, the National Power Board approved and confirmed the award of the contract in favor of Joint Venture of MLS JC Construction Services and Clean N Green Energy Solutions, Inc. per Corporate Secretary's Certificate No. NPB-OCS-24-168 dated 28 June 2024;

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. Terms of Reference for the Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel Gensets for Sibolo DPP and Guiwanon DPP in Western Visayas including its Associated Electrical Equipment under Package 31 under PR No. SO-OPD23-011 / PB230822-JD00230 (NP);
2. Notice of Award dated 12 July 2024;
3. Corporate Secretary's Certificate No. NPB-OCS-24-168 dated 28 June 2024;
4. Post Qualification Reports dated 06 May 2024 and 15 November 2023;
5. Bid Opening/Evaluation Report dated 22 April 2024;
6. SUPPLIER's bid proposal dated 14 April 2024;
7. Notice to Proceed; and
8. The Performance Security to be filed by SUPPLIER in accordance with this Contract.

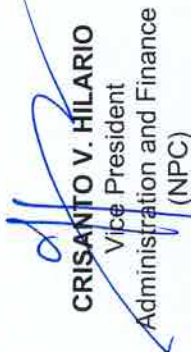
The documents mentioned above shall collectively be referred to as "Contract Documents".

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 between NPC and Joint Venture of MLS JC Construction Services & Clean N Green Energy Solutions, Inc.
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Contract No. LOG MSSP 2024-07-094-MDC

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

Contract Documents, the document with the latest date shall prevail.

ARTICLE II

SCOPE OF WORK

The scope of work under this Project shall generally consist of the following:

- Manufacture, factory test, deliver, installation of electro-mechanical equipment, associated auxiliaries and electrical equipment;
- Delivery of labor and supervision, materials and supplies, tools and equipment for the construction of associated civil works, as applicable, such as foundations for equipment and other related works. It shall include detailed of associated civil/structural works for all equipment to be supplied by the Supplier;
- Inspection, test and commissioning of equipment and machinery to ascertain that they are functioning in accordance with the contract provisions and guarantees; and
- Training of NPC personnel covering electrical, mechanical, instrumentation and control systems, troubleshooting including the supply of manufacturer's software needed in programming the DG sets control setting and electro/digital governing system including other digital components that require exclusive programs from the Manufacturer with free update throughout the operating life of the DG sets.

The Supplier shall also provide all other related works not specifically mentioned in the Specifications but are necessary to complete the works so as to be ready for commercial operation in accordance with the intent of the contract. It is understood that all costs pertinent thereto are included in the contract.

The scope of work shall consist of the design, furnishing/supply, delivery, installation, test and commissioning of modular DG sets and auxiliaries, electrical equipment and associated civil/architectural works.

ARTICLE III

PROJECT DURATION AND LOCATION

The contract duration shall be within **two hundred forty (240) calendar days** reckoned from receipt of Notice to Proceed. The total contract period is inclusive of twenty (20) rainy/unworkable days, considered unfavorable for the execution of works at site.

The project locations are at Sibolo DPP and Guiwanon DPP, Western Visayas.

Contract between NPC and Joint Venture of MLS JC Construction Services & Clean N Green Energy Solutions, Inc.
Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel Gensets for Sibolo DPP and Guiwanon DPP in Western Visayas including its Associated Electrical Equipment under Package 31
Contract No. LOG MSSP 2024-07-094-MDC

BY:

JULIUS VINCENT R. CATANIAG
Authorized Representative

(SUPPLIER)

CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)

FERNANDO MARTIN Y. ROXAS
President and CEO

BY:

The Supplier shall be responsible for taking reference to its accessibility means of 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 of the Supplier regarding the existing conditions of the delivery site shall be the responsibility of the Supplier 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 THREE HUNDRED SIXTY FIVE THOUSAND TWO HUNDRED SEVENTEEN (PHP 22,365,217.00)** as reflected in Annex A.

The Total Contract Price specified above shall be paid in accordance with the provision of Section II-GCC, Clause 10 of the Terms of Reference.

All taxes, custom 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, 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.

- Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.
- Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

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


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Contract No. LOG MSSP 2024-07-094-MDC

NATIONAL POWER CORPORATION
(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)

JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES
AND CLEAN N GREEN ENERGY SOLUTIONS, INC.
(SUPPLIER)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

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 obligations 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.

ARTICLE VI **LIQUIDATED DAMAGES**

Should SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) 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, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

ARTICLE VII **NON-ASSIGNMENT AND NO SUB-CONTRACTING**

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-contractor 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.

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


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(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)

JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES
AND CLEAN N GREEN ENERGY SOLUTIONS, INC.
(SUPPLIER)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

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 VIII **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 IX **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 X **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.


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.

Contract between NPC and Joint Venture of MLS JC Construction Services & Clean N Green Energy Solutions, Inc.
Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel Gensets for Sibolo DPP and Guiwanon DPP in Western Visayas including its Associated Electrical Equipment under Package 31
Contract No. LOG MSSP 2024-07-094-MDC

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

ARTICLE XI **WARRANTY CLAUSE**

SUPPLIER hereby warrants that it or its 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 it or its 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 it 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 execution; and that if any commission is being paid to a private person; it 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 SUPPLIER and/or its representative and/or the erring NPC official(s) and employee(s).

ARTICLE XII **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.

ARTICLE XIII **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 XIV **GUARANTEE**

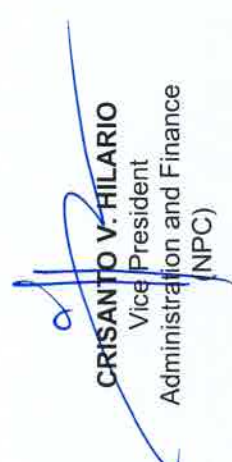
The Supplier shall guarantee that upon receipt of NPC's Notice of Request, it will promptly repair, and/or replace, at its own expense, equipment and machineries against defect in design, workmanship and materials and shall include labor, parts and travel time for necessary repairs at the plant site effective from date of issuance of Certificate of Completion for a period of twelve (12) months.

However, if any DG set/s or plant system/s has been put into commercial operation even before the issuance of the Certificate of Completion, the warranty period of the particular DG set/s or plant system/s shall commence on the first day of commercial operation. Commercial operation shall mean when generated loads are already exported to the grid/consumers following successful performance/reliability tests. Accordingly,

Contract between NPC and Joint Venture of MLS JC Construction Services & Clean N Green Energy Solutions, Inc.
Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel Gensets for Sibolo DPP and Guiwanon DPP in Western Visayas including its Associated Electrical Equipment under Package 31
Contract No. LOG MSSP 2024-07-094-MDC

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

a Certificate shall be issued by the implementing group and/or plant head stating that the warranty period has started for the particular DG set/s or plant system/s with the date stipulated thereon.

The Supplier shall also provide the services of the equipment Manufacturer/Supplier or his authorized local representative (a service technician who has complete knowledge of proper operation and maintenance of the DG sets) for a period of not less two (2) days in two (2) separate visits which will coincide on the first two (2) scheduled periods of preventive maintenance (every 250 hours or per manufacturer's recommended hours) of at least one DG sets per plant site during the warranty period at no cost to NPC to perform the following, but not limited to:

- Checking/inspection of installed equipment;
- Conduct evaluation and assessment of operating parameters;
- Make necessary adjustment on instruments and controls;
- Perform/supervise necessary cleaning, repair, troubleshooting, and parts replacement; and
- Provide training and/or informative instructions similar to item "a" to "d" above to NPC Plant Operation and Maintenance Personnel. Such training/instructions shall be conducted (hands on) in such a way that NPC Plant O & M personnel would be able to perform reliably and satisfactorily on similar DG set/s supplied under this contract.

This shall include any maintenance/repair services rendered upon request of NPC in the event of any abnormality occurring within the warranty period. For minor repairs/replacements/adjustments as determined by the Supplier, plant maintenance personnel who had undergone training conducted by the Supplier may perform the necessary repairs/replacements/adjustments, if authorized by the Supplier through any means of available communications, provided that such repair shall not relieve the Supplier of its obligation under the contract if such repair is not done properly.

The guarantee period of twelve (12) months shall be exclusive of any downtime attributable to the Supplier. In case of DG set/s downtime occurs during the warranty period due to fault of the Supplier, the downtime hours shall be added to the 1-year warranty period which shall start upon receipt by the Supplier of NPC's Notice of Request for Supplier's Repair Services. Hence, the warranty period is extended with the equivalent downtime attributable to the Supplier.


Provided further that the release of warranty bond/security is without prejudice to terms provided by Clause GW-15, Section III-Technical Specifications of the Terms of Reference and shall be done after the warranty period plus downtime attributable to Supplier, if any as certified by the concerned end-user.

Accordingly, the warranty bond shall be extended.

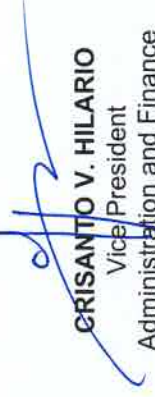
Contract between NPC and Joint Venture of MLS JC Construction Services & Clean N Green Energy Solutions, Inc.
Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel Gensets for Sibolo DPP and Guiwanon DPP in Western Visayas including its Associated Electrical Equipment under Package 31
Contract No. LOG MSSP 2024-07-094-MDC

NATIONAL POWER CORPORATION
(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)

JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES
AND CLEAN N GREEN ENERGY SOLUTIONS, INC.
(SUPPLIER)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

Contract between NPC and Joint Venture of MLS JC Construction Services &
Clean N Green Energy Solutions, Inc.
Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel
Gensets for Sibolo DPP and Guiwanon DPP in Western Visayas including its
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Contract No. LOG MSSP 2024-07-094-MDC

AFG-LOG-007.F01
Rev. No. 0
Sheet 9 of 12

In the event that undue delay is being caused by the Supplier for failing to attend the requested maintenance/repair services with ten (10) calendar days, NPC reserves the right to attend/complete the maintenance/repair services at the risk and cost of the Supplier. The decision of NPC in this regard shall be final. Accordingly, a penalty shall be charged to the Supplier.

The Supplier guarantees that when the equipment and/or materials are placed in operation and/or use, it will perform in the manner as set forth in the Contract.

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, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City.

IN WITNESS WHEREOF, the parties hereto have signed this Contract
this 9th day of August, 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION **JOINT VENTURE OF MLS JC CONSTRUCTION**
(NPC) **SERVICES AND CLEAN N GREEN ENERGY**
SOLUTIONS, INC.
(SUPPLIER)

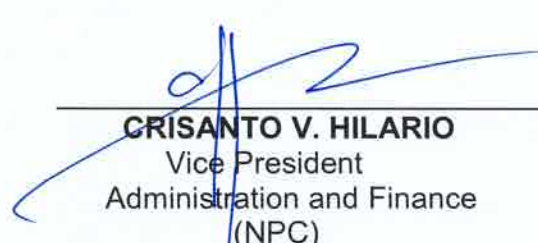
BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)


GRACE C. BINA
(SUPPLIER)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

show now

CERTIFIED FUNDS AVAILABLE	
PERIOD	<i>2024</i>
JOB ORDER	<i>WO # 1810A07</i>
COST CENTER	<i>580200</i>
AMOUNT	<i>₱22,265,213.00</i>

Contract between NPC and Joint Venture of MLS JC Construction Services &
Clean N Green Energy Solutions, Inc.
Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel
Gensets for Sibolo DPP and Guiwanon DPP in Western Visayas including its
Associated Electrical Equipment under Package 31
Contract No. LOG MSSP 2024-07-094-MDC

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


ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of AUG 09, 2024, 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 twelve (12) 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, 2024
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 191 ;
Page No. 40 ;
Book No. 5 ;
Series of 2024.


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. 307797; 01/31/2023; Tarmac
PTR No. 5661363; 01/12/2024; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor Gabriel Y. Itchon Building
Senator Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

Contract between NPC and Joint Venture of MLS JC Construction Services &
Clean N Green Energy Solutions, Inc.
Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel
Gensets for Sibolo DPP and Guiwanon DPP in Western Visayas including its
Associated Electrical Equipment under Package 31
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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 31st day of JULY, 2024, personally appeared **MR. JULIUS VINCENT R. CATANIAG**, Authorized Representative, **JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES AND CLEAN N GREEN ENERGY SOLUTIONS, INC.**, with Identification Document in the form of DRIVER'S LICENSE NO. K02-03-081384 issued by LTO at CAGAYAN DE ORO CITY on EXPIRED ON 2032/12/30 known to me and to me known to be the same person who executed the foregoing instrument consisting of twelve (12) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

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

Doc. No.: 268
Page No.: 32
Book No.: 4
Series of 2024.

Notary Public
Until December 31, 2024
IBP Lifetime No.: WALDO G. PABLO
PTR No. NOTARY PUBLIC NO. 2022-88
UNTIL DEC. 31, 2025
P.P. NO. 5222055A-1-03-2024 CDO
IBP LIFETIME 135430
REG. NO. VII-0000852 VALID UNTIL 4-11-2028
ROLL NO. 20895 ISSUED ON APRIL 20, 1977
CAGAYAN DE ORO CITY

Contract between NPC and Joint Venture of MLS JC Construction Services & Clean N Green Energy Solutions, Inc.
Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel Gensets for Sibolo DPP and Guiwanon DPP in Western Visayas including its Associated Electrical Equipment under Package 31
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NATIONAL POWER CORPORATION
(NPC)

BY:


FERNANDO MARTIN Y. ROXAS
President and CEO

SIGNED IN THE PRESENCE OF:


CRISANTO V. HILARIO
Vice President
Administration and Finance
(NPC)


(SUPPLIER)

BY:


JULIUS VINCENT R. CATANIAG
Authorized Representative

JOINT VENTURE OF MLS JC CONSTRUCTION SERVICES
AND CLEAN N GREEN ENERGY SOLUTIONS, INC.
(SUPPLIER)

ANNEX A

SCHEDULE OF REQUIREMENTS

**Supply, Delivery, Installation, Test and Commissioning of Four (4) Units of Diesel
Gensets for Sibolo DPP and Guiwanon DPP in Western Visayas including its
Associated Electrical Equipment under Package 31**

PR No. SO-OPD23-011 / PB230822-JD00230 (NP)

ITEM NO.	PARTICULARS	AMOUNT IN FIGURES (Phil. Peso)	TOTAL AMOUNT
1	Sibolo DPP	10,626,640.50	10,626,640.50
2	Guiwanon DPP	11,738,576.50	11,738,576.50
TOTAL AMOUNT (PHP)			22,365,217.00