CONTRACT NO. LOG MSSP 2023-09-090-NIY

UPGRADING OF CONTROL DCS SYSTEM FOR UNIT 1 AT AGUS 1 HEPP (PHASE 1: UPGRADING OF HUMAN MACHINE INTERFACE SYSTEM)

MA-A2M23-009 / PB230831-JD00238

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 -

MOTO INDUSTRIAL TRADERS CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Cityland Condo 10 Tower II Suite 1907 Ayala Avenue Corner H. V. Dela Costa Street, Salcedo Village, Makati City, Philippines, herein represented by its President, MR. MODESTO O. TOLENTINO, who is duly authorized to represent it in this transaction, hereinafter referred to as SUPPLIER.

WITNESSETH: That -

WHEREAS, on 10 August 2023, NPC posted the Invitation to Bid for the Public Bidding for the Upgrading of Control DCS System of Unit 1 at Agus 1 HEPP (Phase 1: Upgrading of Human Machine Interface System);

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 31 August 2023;

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

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:

Contract between NPC and Moto Ind'l. Traders Corp.
Upgrading of Control DCS System for Unit 1 at Agus 1 HEPP (Phase 1)
Contract No. LOG MSSP 2023-09-090-NIY

AFG-LOG-007,F01 Rev. No. 0 Sheet 1 of 14



SIGNED IN THE PRESENCE OF:

Wall MARCELO R. RAS.

OMEDIANO (SUPPLIER)

RLINA E. BOMEDIANO

OVP - Administration &
Finance
(NPC)



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:

- Bidding Documents for the Upgrading of Control DCS System of Unit 1 at Agus 1 HEPP (Phase 1: Upgrading of Human Machine Interface System) / PR No. MA-A2M23-009 / PB230831-JD00238;
- 2. Notice of Award dated 28 September 2023;
- Supplemental/Bid Bulletin No. 1 dated 17 August 2023;
- Post Qualification Report dated 15 September 2023;
- 5. Bid Opening Report dated 31 August 2023;
- SUPPLIER's bid proposal dated 22 August 2023;
- 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.

ARTICLE II SCOPE OF WORKS

The works to be done shall include all equipment, including the software necessary for the secure and reliable operation of the plant. The system shall consider provisions for upgrading the control and monitoring of the other units in the plant.

The Supplier shall perform all the works required by this technical specification. It should be noted that the contract includes all and every job and service, although not explicitly mentioned, but is required to fully complete the works ready for operation and dismantle and haul all equipment to be replaced to the designated location.

It shall cover the furnishing of all equipment, materials, tools, labor, and other necessary incidentals required for the Upgrading of the Control DCS System of Unit No. 1 at Agus 1 HEP Plant (Phase 1: Upgrading of Human Machine Interface System), which shall generally consist of but not limited to all equipment, materials, and services enumerated herein:

 Conduct of Site Inspection for technical evaluation and verification of the necessary components/parts/ accessories to

Contract between NPC and Moto Ind'l, Traders Corp.
Upgrading of Control DCS System for Unit 1 at Agus 1 HEPP (Phase 1)
Contract No. LOG MSSP 2023-09-090-NIY

AFG-LOG-007,F01 Rev. No. 0 Sheet 2 of 14 MOTO INDUSTRIAL TRADERS CORPORATION ODESTO O. TOLENTINO (SMPLIER) BY

SIGNED IN THE PRESENCE OF:

Administration & E. BOMEDIANO

NATIONAL POWER CORPORATION

be supplied and specialized study and gathering data from the old existing HMI system;

- 2. Supply, delivery, installation, test, and commissioning of the new Human Machine Interface System (HMI) in replacement to the existing Human Machine Interface System (HMI) of Unit 1, including the associated equipment and appurtenances.
- installation of newly delivered HMI equipment and interfacing to 3. the existing plant control system. This is to be conducted during an approved plant maintenance outage;
- 4. Testing and commissioning of the newly installed HMI equipment upgrade;
- Conduct toolbox meetings and safety orientation; 5.
- 6. Checking of all delivered materials;
- 7. Conduct training NPC personnel regarding hardware/software operation, troubleshooting, and maintenance of the supplied equipment, including system configuration, setting, and parameterization;
- Set-up of the redundant workstation and installation of required 8. software such as but not limited to as follows:
 - i. Windows 10 Pro or better and Antivirus Software
 - ii. HMI Software's latest version.
 - iii. Reports generation tool software.
- 9. Adaption and configuration, and programming of the new HMI software and equipment to the functional requirements of the existing system to provide operator-selectable HMI screens such as but not limited to the following:
 - Unit detailed HMI screen consisting of the following: i,
 - Remote Unit Manual and Auto mode control selection.
 - Turbine controller status monitoring of start/stop operation; Turbine Speed; Wicket Gate % Limiter and Opening; Actual load values; and setpoint input control for Gate Opening Mode or Active Power mode operation.
 - Excitation Controller status monitoring of Power factor; Reactive Power and Excitation voltage; setpoint input control for excitation voltage; and selection for manual or auto mode operation.
 - Isolated Network status monitoring and request/reset selection command.

Contract between NPC and Moto Ind'l. Traders Corp. Upgrading of Control DCS System for Unit 1 at Agus 1 HEPP (Phase 1) Contract No. LOG MSSP 2023-09-090-NIY

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synchronizing Circuit Breaker status monitoring and open/close command.

Status monitoring of Unit State and Generator State (Standstill, Turbine Operation, and Line Operation)

Status monitoring for Generator Terminal voltages and current, field voltage, current, and grid frequency.

Real-time parameters Graph trend and event list.

ii. Unit Auxiliary Details HMI screen for status monitoring and remote on/off commands for the following unit auxiliary equipment and devices:

- Cooling Water Strainer 1 and 2
- Cooling Water Valve (Close/Open)
- Generator Bearing Pressure Pump
- Generator Standstill Heater
- Mechanical Brake
- Turbine Controller
- Transformer Ventilation Group 1 and 2
- Transformer Oil Pump 1 and 2
- **Excitation Controller**
- Governor Oil Pump 1 and 2
- Turbine Bearing Oil Heater
- Electrical Brake
- Station Service Water Strainer 1 and 2
- Station Service Water Valve
- Station Service Water Pump 1 and 2
- Command Time Out Alarm Reset
- Unit Auxiliaries Event List

Temperature Details HMI Screen for status monitoring iii. (reading and alarm or trip indications) for RTD installed at ff:

- Main Transformer Oil and Windings 1 and 2
- Air Cooler Cool Air and Warm Air
- Turbine Thrust Bearing
- Generator Guide Bearing 2 location points, Thrust Bearing 4 points, Slots 10 points, and Core 3 points.
- Realtime Unit temperature parameter Graph trend and event list
- Switchyard Details HMI Screen (138kV, 12.8kV, and iv. 480V) for status monitoring and Open/Close switch control of the following:
 - 4 Switchyard Power Circuit Breaker (PCBs)
 - 19 Disconnecting Switch (DS)

Contract between NPC and Moto Ind'l. Traders Corp. Upgrading of Control DCS System for Unit 1 at Agus 1 HEPP (Phase 1) Contract No. LOG MSSP 2023-09-090-NIY

AFG-LOG-007.F01 Rev. No. 0 Sheet 4 of 14

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION



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PRESENCE OF:

SIGNED IN THE

LORLINA E. BOMEDIANO PIC, OVP - Administration & Finance

NATIONAL POWER CORPORATION
(NPC)
(NPC)

FERNANDOMARTIN Y. ROXAS
President and CEO

2 Station Service CBs and 1 Diesel CB

System Grid, Unit, Station, and Diesel Metering

Generator State Status

Switchyard Event List

 Intake Details HMI Screens for status monitoring and control of:

6 Intake Gates Raise/Lower Command

 6 Intakes Gates % Opening; Oil level; Penstock Filled; CB 110 VDC; and emergency Lowering Status Monitoring

Intake Event List

vi. Alarm Panel HMI Screen for status monitoring and control of:

Switchyard 138kV; Switchgear 13.8kV and 480V alarm groups

 Unit Mechanical Protection; Electrical Protection; Auxiliaries; Intake; Temperatures and Unit alarm groups

vii. System Overview HMI Screen for status monitoring of Control System's connected primary controllers and devices such as:

Two (2) Redundant HMI Equipment

Sound Alarm Device

Local Area Network

Turbine Controller, Unit Controller, and Common Controller

Sine ax Unit Metering

DRS Protection Device

A2000 Metering

System Event List

Viii. Graph Trend HMI Screens for trending of any userselected CS parameters.

 Event List HMI Screen for monitoring and acknowledging all CS events equipped with user search customization control.

 The Supplier shall provide All other works not specified on the technical specifications necessary for the project's complete and reliable system operation.

In addition, the following shall be provided by the Supplier:

Contract between NPC and Moto Ind'l. Traders Corp.

Upgrading of Control DCS System for Unit 1 at Agus 1 HEPP (Phase 1)

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MOTO INDUSTRIAL TRADERS CORPORATION MODESTO O, TOLENTINO SUPPLIER 8

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION

1. Removal/dismantling and hauling of all equipment and materials to be replaced to designated NPC plant stockyard/warehouse area;

2. Supply and delivery of standard and special tools and appliances required for start-up testing, commissioning, operation, and maintenance of the equipment;

- 3. Provision of services of highly qualified and competent engineers for the direct supervision during the test and commissioning of all supplied equipment;
- Submission of drawings and documents, i.e., Equipment 4. Manufacturer's drawings, Operation and Maintenance Manuals, Calculation, etc.; and,
- Provision of technical assistance and services during one 5. (1) year warranty period, such as periodic assessment of the operating condition. This includes all maintenance services to be rendered upon request if any abnormality occurs within the warranty period.

It shall include all and every work and service, although not explicitly detailed herein but are required to fully complete and make ready the safe and reliable operation of the system.

The Supplier shall have complete system responsibility for the proper design and functioning of the system from installation until system acceptance. The equipment to be furnished shall be done, with all parts in excellent working conditions, of new and high-grade materials, and produced in a satisfactory first-class manner per generally accepted modern engineering practice.

All the system engineering software and online system, materials, and parts, including all the various equipment and devices necessary for instrumentation and control requirements which are not explicitly mentioned herein but are essential for the proper construction, assembly, and operation of the equipment shall be furnished at no additional cost to NPC.

Any damage to existing structures/ facilities incurred during transport, unloading/ mounting, installation, laying of cables, test, and commissioning shall be the Supplier's responsibility.

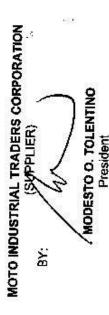
ARTICLE III DOCUMENTS TO BE SUBMITTED BEFORE OR UPON DELIVERY

- 1. Certificate of Origin from the Manufacturer;
- Warranty Certificate for one (1) year against factory 2. defects/workmanship;
- Quality Assurance or Quality Inspection Certificate from the 3. Manufacturer:

Contract between NPC and Moto Ind'l, Traders Corp. Upgrading of Control DCS System for Unit 1 at Agus 1 HEPP (Phase 1) Contract No. LOG MSSP 2023-09-090-NIY

AFG-LOG-007.F01 Rev. No. 0 Sheet 6 of 14

- Administration &



SIGNED IN THE PRESENCE OF:

CULL

MARCELO R. RAS.

CHENTANO

CHIDDINED

RUNA E. BOMEDIANO OVP - Administration & Finance (NPC)

NATIONAL POWER CORPORATION (NPC)

(NPC)

(NPC)

(NPC)

(NPC)

(NPC)

(NPC)

4. Brochure, Catalogue and Technical Specification; and

5. Installation Manual;

NOTE:

All documents and drawings shall be submitted to The Plant Manager - Agus 1 HEPP for evaluation and approval before issuing the Acceptance Certificate.

ARTICLE IV PROJECT DURATION AND LOCATION

The SUPPLIER shall complete the works as specified within One Hundred Fifty (150) Calendar Days which shall be effective from receipt of Notice to Proceed.

The equipment to be supplied shall be delivered to Agus 1 HEP Plant Warehouse, Marawi City.

The SUPPLIER shall be responsible for taking particular reference to its accessibility, means of transportation and all other factors that could hamper the smooth execution of the contract.

Any expenses arising through the lack of knowledge of the SUPPLIER regarding the existing conditions of the delivery site shall his responsibility, and NPC shall make no additional payment thereof.

ARTICLE V WARRANTY / GUARANTEE BOND

To assure that manufacturing defects shall be corrected by the manufacturer, its 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 the 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 VI TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding

Contract between NPC and Moto Ind'l, Traders Corp.

Upgrading of Control DCS System for Unit 1 at Agus 1 HEPP (Phase 1)

Contract No. LOG MSSP 2023-09-090-NIY

AFG-LOG-007,F01 Rev. No. 0 Sheet 7 of 14 MOTO INDUSTRIAL TRADERS CORPORATION (SUPPLIER)

BY:

MODESTO O. TOLENTINO

SIGNED IN THE PRESENCE OF:

Obsered ANARCELD R. RASA

ORLINA E. BOMEDIANO
C. OVP - Administration & Finance
(NPC)

NATIONAL POWER CORPORATION (NPC)

FERNANDO WARTIN Y. ROXAS

President and CEO

PHILIPPINE PESOS TWENTY FOUR MILLION THREE HUNDRED NINETY THREE THOUSAND PESOS (PHP 24,393,000.00) ONLY.

The total Contract Price specified above shall be paid in accordance with the provisions of Section IV/ General Conditions of the Contract, Clause GCC-2 of the Bidding Documents.

All taxes, custom duties, tariffs, exports, excise and all other taxes assess 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 VII 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 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.
- b. 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 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 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 between NPC and Moto Ind'l. Traders Corp.

Upgrading of Control DCS System for Unit 1 at Agus 1 HEPP (Phase 1)

Contract No. LOG MSSP 2023-09-090-NIY.

AFG-LOG-007,F01 Rev. No. 0 Sheet 8 of 14 RLINA E. BOMEDIANO
COVP - Administration & Finance (NPC)

NATIONAL POWER CORPORATION
(NPC)

ERNANDO MATINY. ROXAS
President and CEO

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 VIII LIQUIDATED DAMAGES

Should SUPPLIER fail 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 IX 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-SUPPLIER 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-SUPPLIER 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-SUPPLIER, 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.

Contract between NPC and Moto Ind'l. Traders Corp.
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Contract No. LOG MSSP 2023-09-090-NIY

AFG-LOG-007.F01 Rev. No. 0 Sheet 9 of 14 MOTO INDUSTRIAL TRADERS CORPORATION
(SUPPLIER)
BY:

MODESTO 0. TOLENTINO

SIGNED IN THE PRESENCE OF:

CLU

MARCELO R. PASA

OMEDIANO (SUPPLIER)

NATIONAL POWER CORPORATION
(NPC)
(NPC)
FERNANDOMERTIN Y. ROXAS
President and CEO

ARTICLE XI 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 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 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.

ARTICLE XIII 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 the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who

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Upgrading of Control DCS System for Unit 1 at Agus 1 HEPP (Phase 1)
Contract No. LOG MSSP 2023-09-090-NIY

AFG-LOG-007.F01 Rev. No. 0 Sheet 10 of 14 PLIER)

SIGNED IN THE PRESENCE OF:

DRUNA E. BOMEDIANO
C. CVP - Administration & Finance (NPC)

NATIONAL POWER CORPORATION
(NPC)
(NPC)
FERNANDO MARTIN Y. ROXAS
President and CEO

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 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 his representative and/or the erring NPC official(s) and employee(s).

ARTICLE XIV 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 to thereto is joint and several and for this reason NPC may proceed against any or all of them:

ARTICLE XV 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 XVI GUARANTEE

The SUPPLIER shall guarantee to complete the repair and replacement within sixty (60) calendar days of the supplied components/parts/accessories at his own expense against defect in design, workmanship and materials for a period of one (1) year after acceptance by NPC. The SUPPLIER must guarantee that the components/parts/accessories will perform as outlined in the manual and the Contract.

The SUPPLIER shall submit a Warranty Certificate for one (1) year effective from the date of acceptance by NPC.

After the warranty period lapses, provided that no defects are found and pending repairs works, NPC shall release the warranty security/certificate.

ARTICLE XVII EFFECTIVITY

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

Contract between NPC and Moto Ind'l. Traders Corp.

Upgrading of Control DCS System for Unit 1 at Agus 1 HEPP (Phase 1)

Contract No. LOG MSSP 2023-09-090-NIY

AFG-LOG-007.F01 Rev. No. 0 Sheet 11 of 14

ARTICLE XVIII 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.

this day of, 2	the parties hereto have signed this Contract 2023 at Quezon City, Philippines.
NATIONAL POWER CORPORATIONAL (NPC)	MOTO INDUSTRIAL TRADERS CORPORATION (SUPPLIER) BY:
FERNANDO MARTIN Y. ROXAS President and CEO	MODESTO O. TOLENTINO President
SIGNED IN	THE PRESENCE OF:
LORLINA E. BOMEDIANO OIC, OVP-Admin and Finance (NPC)	MARCELO R. RASA (SUPPLIER)
FUNDS AVAILABLE LORLINA E. BOMEDIANO Sr./Department Manager, Finance	CERTIFIED FUNDS AVAILABLE PERIOD JOB ORDER COST CENTER COST 23 303 500 A

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REPUBLIC OF THE PHILIPPINES) CIPYOPMANILA) S.S

<u>ACKNOWLEDGEMENT</u>

BEFORE MEILE Notan	Public for and City Copyon City, Philippines, this 2023, personally appeared in R. MODESTO O.
TOLENTINO, President	MOTO INDUSTRIAL TRADERS CORPORATION,
with Identification Docum	nent in the form of, issued by
at	on, known to me and to
me known to be the sa consisting of fourteen acknowledgements are instrumental witnesses a	ame person who executed the foregoing instrument (14) pages, including the pages wherein the written, all pages signed by both parties and their and he acknowledged before me that the same is his dideed and that of the Company he represents.
WITNESS MY HAND Al first above written.	ND NOTARIAL SEAL, at the place and on the date
	ATTY. ROLANDE LAS PIÑAS Notal phage Public Manila Notarial Catiling again be 6236, 2023
	lishti.Disetim endo::
	240-C PIF RESKOCK St. Samo, Mis
	Roll of Attorney No. 84035
Doc. No.: <u>167</u>	PTR No 0822024/JAN 3, 2023/ MLA IBP Membership No 243549 / 06/20/2022
Page No.: 35	MCLE Exempted G.B O 1s 2006
Book No: XII	DOWN SERVICE OF THE SERVICE W

Series of 2023.

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of 0CT 7 6 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 fourteen (14) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Doc. No. 44 Page No. Book No.

Series of 2023.

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

PTR No./

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 Roll No. 44291

IBP No. 307796; 01/31/2023; Tariac PTR No. 4028415; 01/03/2023; Quezon Ciry MCLE No. VII-0016459; 4/27/2022; Pasig City 4th Floor NPC Office Bullding Quezon Ave. cor. BIR Road

Diliman, Quezon City

Contract between NPC and Moto Ind'l. Traders Corp. Upgrading of Control DCS System for Unit 1 at Agus 1 HEPP (Phase 1) Contract No. LOG MSSP 2023-09-090-NIY

NATIONAL POWER CORPORATION (NPC)

SIGNED IN THE PRESENCE OF:

Mark Ru

(SUPPLIER)

MARCELO

LORLINA E. BOMEDIANO OIC, OWP - Administration &

> ARTIN Y. ROXAS nt and CEO

Finance (NPC)

MOTO INDUSTRIAL TRADERS CORPORATION (SUPPLIER)

BY:

7

MODESTO O. TOLENTINO President ANNEX A

BID PRICE SCHEDULE

UPGRADING OF CONTROL DCS SYSTEM FOR UNIT 1 AT AGUS 1 HEP PLANT (PHASE 1: UPGRADING OF HUMAN MACHINE INTERFACE SYSTEM)
PR NO. MA-AZM23-009

	5.0		U	UNIT PRICE FO	IR GOODS AND RE	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED	TO BE SUPPLIED	AND DELINERED	TOTAL PRICE
ПЕМ NO.	O. DESCRIPTION	OTY, UNIT	ОФШ	Unit Price of Goods Delivered up to Philippine Port +(Phil. Peso)	finport Duties & other Levles Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt.	Local Transport from Port to Defivery Site <(Phil. Peso)	Labor (Installation, Testing and Commissioning)	Lacal Currency (Phl. Peso) ((E+F+G+H+I)xC)
(A)		(0)	į	-		(m)			
		2	2	(E)	(£)	(6)	E	0)	6,
2	Upgrading of Control DCS System for Unit 1 at Agus 1 HEP Plant (Phase 1: Upgrading of Human Machine Interface System) Including all other works and services as specified in the Technical Specifications.	1 Lot		PHP 18,409,370,00	P.HP 3,485,450,00	PHP 1,398,180,00	PHP 90,000.00	PHP 1,090,000.00	(4) PHP 24,393,000.00
8	TOTAL	8	30 - 30 E				200	34	
					\$2 \$2 \$4		00 W 00 W 00	28° 28° 28° 28° 28° 28° 28° 28° 28° 28°	PHP 24,393,000.00