**DELA CRUZ** 

COLEOPOLDO BA

President/General Manager

gus 4 & 5 HEP

BENIGRA

NICHO

### CONTRACT NO. LOG MSSP 2023-11-105-RSC

### REHABILITATION OF 150T/15T OVERHEAD CRANE FOR AGUS 4 HEP MG-A5M23-028/PB230926-JD00272

#### KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The NATIONAL POWER CORPORATION, a governmentowned 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 -

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

#### WITNESSETH: That -

WHEREAS, on 06 September 2023, NPC posted the Invitation to Bid for the Public Bidding of the Rehabilitation of 150T/15T Overhead Crane for Agus 4 HEP;

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

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

WHEREAS, NPC accepted the said bid of the CONTRACTOR;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

Contract between NPC and DBC Machineries Corporation Rehabilitation of 150T/15T Overhead Crane for Agus HEP Contract No. LOG MSSP 2023-11-105-RSC

BY:

# 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 Rehabilitation of 150T/15T Overhead Crane for Agus 4 HEP under PR No. MA-A5M23-028 / PB230926-JD00272;
- Supplemental/Bid Bulletin No. 1 and 2 dated 20 and 25 September 2023:
- 3. Notice of Award dated 17 November 2023;
- 4. Post Qualification Report dated 20 October 2023;
- 5. Bid Opening Report dated 06 October 2023;
- 6. CONTRACTOR's bid proposal dated 20 September 2023;
- 7. Notice to Proceed; and
- 8. The Performance Security to be filed by CONTRACTOR in accordance with this Contract.

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

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

#### ARTICLE II SCOPE OF WORK

The CONTRACTOR shall furnish high quality work, materials and equipment meeting the requirements of this specification and industry standards.

The CONTRACTOR shall conduct actual inspection at site and thoroughly investigate and familiarize himself with all the conditions at site, make assessment on the existing physical conditions and configuration of the plant equipment to be supplied/utilized during the project execution, determine possible sources of materials and equipment to be supplied/utilized, and verify the actual scope of works and relative costs.

The CONTRACTOR shall secure insurance against loss or damage incidental to dismantling/disassembly, reassembly, and erection/installation of the main overhead crane and components (mechanical, electrical, and associated structural supports).

The CONTRACTOR shall also be responsible to assess and determine all and every work and service although not specifically detailed but are deemed

Contract between NPC and DBC Machineries Corporation Rehabilitation of 150T/15T Overhead Crane for Agus HEP Contract No. LOG MSSP 2023-11-105-RSC

AFG-LOG-007.F01 Rev. No. 0 Sheet 2 of 13 O LEOPOLDO D. DELA CRUZ

President/General Manager

Barinque

4 & 5 HEP

NICHO

ent and CEO BY:

required to fully complete the work and placing ready for the safe and reliable operation of the main overhead crane. Relative costs of any additional works or materials which the CONTRACTOR deemed required or necessary to complete the works shall be included.

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.

#### CONTRACTOR'S SCOPES

The scope of work shall include all equipment including software necessary for secure and reliable operation of the main overhead crane.

The supplier shall perform all the works required in accordance to this technical specification. The contract includes all and every work and service not specifically mentioned but are required to make the project fully operational to include the dismantling and hauling works of all equipment to the designated location.

The scope of work covers the furnishing of all equipment, materials, tools, labor and other necessary requirements for Rehabilitation of the 150T/15T tons overhead crane system of Agus 4 HEP which shall generally consist of but not limited to all equipment, materials, and services enumerated herein:

- Conduct preparatory site inspection at Agus 4 HEP and confer with the enda) user about the specific requirements and other technical details necessary for the proper Rehabilitation of the 150T/15T overhead crane;
- Repair/overhaul the Main Hoist (150T/15T) braking system and replacement with correct type of wire ropes.
- Installation of Variable frequency drives for Main and Auxiliary Hoisting, c) Trolley (Cross Travel) and Bridge (Long Travel);
- Repair/Overhaul Crab Cross traveling braking system utilizing central drive shaft set-up on crab structure;
- Repair/Overhaul Long Traveling braking system utilizing central drive shaft set-up on long travel and carriage;
- Check alignment and bolt tightening of crane rails; f)
- Replacement of all gear oils of gearbox;
- Main Hoist

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Contract between NPC and DBC Machineries Corporation Rehabilitation of 150T/15T Overhead Crane for Agus HEP Contract No. LOG MSSP 2023-11-105-RSC

BY:

LO LEOPOLDO B. DELA CRUZ

President/General Manager

(CONTRACTOR)

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- Auxiliary
- **Short Travel**
- Long Travel
- Reconditioning/Repair of overhead crane pulley lifting block assembly and h) hoisting block assembly.
- Realignment of Main lifting hoist lifting block/twisted due to same direction of cable used (all right hand); Wire rope 34mm diameter and 300mm length; left hand
- Realignment of Auxiliary lifting hoist lifting block/twisted due to same direction of cable used (all right hand): Wire rope 14mm diameter and 200mm length; left hand
- i) Supply and installation of operator's cabin glass panel;
- Supply and installation of 0.5Hp Air conditioning at operator's cabin; j)
- Dismantling, haul down, varnishing, baking and reassembly of all motor of: k)
- Main Hoist
- Auxiliary
- Short Travel
- Long Travel
- I) Dynamic braking shall be used in all 150T/15T hoisting, travel, and crab motors;
- Reconditioning/Repair of joy stick controller; m)
- Installation/Integration of warning system: n)
- Audible sound which is operated by foot press during operation
- Beacon lights
- Lighting (4) units 500 lux halogen lighting fixture, located below the crane airder
- 0) Supply and install missing rubber bumpers (4 units);
- Provide missing rail connectors; p)
- Repainting main overhead crane; q)
- Load Testing and Commissioning; r)
- Training and seminar of Agus 4 HEP Maintenance and Operation s) personnel in operation and maintenance of overhead crane including basic rigging and signa (with certificate)
- Submission of required delivery documents: t)

Contract between NPC and DBC Machineries Corporation Rehabilitation of 150T/15T Overhead Crane for Agus HEP Contract No. LOG MSSP 2023-11-105-RSC

AFG-LOG-007.F01 Rev. No. 0 Sheet 4 of 13

BY

Supply and install of interconnection cables from the spare circuit breaker of the existing motor control center to the crane panelboard. The work shall include the supply, installation and test of electrical equipment/devices including monitoring and control system should the available power supply is not suitable for the equipment auxiliaries

Manufacturer's warranty Certificate for one (1) year against factory

Turn-over of the project for final acceptance with Load Test Certificate

· Signed test and commissioning parameters/results

issued by certifying authority (DOLE)

defects/workmanship

- v) Supply and delivery of equipment/tools/instruments and consumables necessary during equipment installation, start-up, test, operation and normal maintenance of the overhead crane including tool box;
- Maintenance services rendered upon request of NPC in the event of any abnormality occurs within the warranty period at no cost to NPC;
- x) Provide training to NPC personnel on proper operation and maintenance;
- y) Submit relative drawings and documents for approval prior to procurement/implementation of materials and equipment including asbuilt drawings upon completion of the project or prior to acceptance of the works. Three (3) sets of operation and maintenance manual shall also be submitted prior to testing;
- Clean up of work areas and contract; and after the completion of work covered by the Contract.

All other works and services including those not specifically detailed herein but are required to fully complete the project as specified in the relevant specific technical specifications.

#### NPC'S SCOPE

- Supply of electrical power and water required by the CONTRACTOR. The CONTRACTOR shall supply necessary lines and interconnection works at source to be determined by NPC
- Provide site space within the plant for temporary office and storage to be used by the CONTRACTOR during the implementation of the project;
- c) Provide reasonable assistance in securing necessary permits from the Philippine Government or other government agencies relative to the implementation of the project. Relative costs for securing such necessary permits shall be borne by the CONTRACTOR; and
- d) Review and approval of Manufacturer's/CONTRACTOR'S drawings and

MANDO MARTIN Y. ROXA President and CEO

Contract between NPC and DBC Machineries Corporation Rehabilitation of 150T/15T Overhead Crane for Agus HEP Contract No. LOG MSSP 2023-11-105-RSC

AFG-LOG-007.F01 Rev. No. 0 Sheet 5 of 13

Ruby R. Barinque

T. BENIGRA Agus 4 & 5 HEF IPC)

NICHOL

(NPC)

BY:

President/General

Agus 4 & 5 HEP

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documents to be submitted by the CONTRACTOR prior to procurement and equipment as specified in the technical specifications and technical data sheets.

### ARTICLE III PROJECT DURATION AND LOCATION

The delivery period shall be within NINETY (90) CALENDAR DAYS reckoned from receipt of Notice to Proceed.

The 150/15 tons overhead crane components and/or replacement parts required for the rehabilitation of the unit shall be delivered, installed, and tested at Agus 4 HEP, Nangka, Baloi, Lanao Del Norte.

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

The Total Contract Price shall be in the amount of and not exceeding PHILIPPINE PESOS ELEVEN MILLION NINE HUNDRED NINETY NINE THOUSAND (PHP 11,999,000.00) ONLY.

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

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 CONTRACTOR.

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

### ARTICLE V PERFORMANCE SECURITY

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

- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal 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

Contract between NPC and DBC Machineries Corporation Rehabilitation of 150T/15T Overhead Crane for Agus HEP Contract No. LOG MSSP 2023-11-105-RSC

AFG-LOG-007.F01 Rev. No. 0 Sheet 6 of 13

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 CONTRACTOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that 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 CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

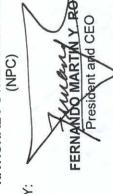
### ARTICLE VI WARRANTY/GUARANTEE BOND

To assure that manufacturing defects shall be corrected by the CONTRACTOR or its manufacturer, the CONTRACTOR shall post a Warranty/Guarantee Bond after the performance of the contract pursuant to the provision contained in Section IV-GCC, Clause 5 of the Bidding Documents. This is also a pre-requisite to the discharge and return to the CONTRACTOR of the Performance Bond. This shall remain valid for twelve (12) months after the acceptance of the goods by the end user. The obligation of the warranty shall be covered by, at the CONTRACTOR's option, either retention money in an amount equivalent to at least one percent (1%) but not 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.

Contract between NPC and DBC Machineries Corporation Rehabilitation of 150T/15T Overhead Crane for Agus HEP Contract No. LOG MSSP 2023-11-105-RSC

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### ARTICLE VII LIQUIDATED DAMAGES

Should CONTRACTOR 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 VIII NON-ASSIGNMENT AND NO SUB-CONTRACT

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

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-CONTRACTOR shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-CONTRACTOR, or because of the late submission of its approval.

# ARTICLE 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.

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Contract between NPC and DBC Machineries Corporation Rehabilitation of 150T/15T Overhead Crane for Agus HEP Contract No. LOG MSSP 2023-11-105-RSC

BY:

### 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the CONTRACTOR cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

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

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

### ARTICLE XII WARRANTY CLAUSE

CONTRACTOR 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

Contract between NPC and DBC Machineries Corporation Rehabilitation of 150T/15T Overhead Crane for Agus HEP Contract No. LOG MSSP 2023-11-105-RSC

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CONTRACTOR 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 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; 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 CONTRACTOR and/or its representative and/or the erring NPC official(s) and employee(s).

# ARTICLE XIII JOINT AND SEVERAL LIABILITY

The liability of the CONTRACTOR 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 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.

Contract between NPC and DBC Machineries Corporation Rehabilitation of 150T/15T Overhead Crane for Agus HEP Contract No. LOG MSSP 2023-11-105-RSC

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# 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 22 day of December, 2023 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC)

DBC MACHINERIES CORPORATION (CONTRACTOR)

BY:

FERNANDO MARTIN Y. ROXAS

President and CEO

BY:

MR. DANILO LEOPOLDO B. DELA CRUZ

President/General Manager

SIGNED IN THE PRESENCE OF:

NICHOLAS T. BENIGRA Plant Manager, Agus 4 & 5 HEP Ma. Ruby R. Barinque
(CONTRACTOR)

**FUNDS AVAILABLE** 

0.0

JENALYN AUREA S. TINONAS

OIC, Sr. Dept. Manager-Finance

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JOB ORDER WO # B124
COST CENTER CC 4 301
AMOUNT F 11,999

CERTIFIED FUNDS AVAILABL

One (I)

Certificate of Budgetary Inclusion

Account / WO/IO:
CBI Reference No.: 10013
Cost Center: 10013

Salvacion F Aragon

Contract between NPC and DBC Machineries Corporation Rehabilitation of 150T/15T Overhead Crane for Agus HEP Contract No. LOG MSSP 2023-11-105-RSC

AFG-LOG-007.F01 Rev. No. 0 Sheet 11 of 13

NATIONAL POWER CORPORATION

(NPC)

BY:

RUANDO MARTIN Y. ROXAS

President and CEO

SIGNED IN THE PRESENCE OF:

Presence OF:

Ma. Ruby R Baringue (CONTRACTOR)

Plant Manager, Agus 4 & 5 HEP

S T. BENIGRA

DBC MACHINERIES CORPORATION
(CONTRACTOR)
BY:
DANILO LEOPOLDO B. DELA CRUZ
President/General Manager

**ANNEX A** 

SECTION VII - BILL OF QUANTITIES
Rehabilitation of 150T/15T Overhead Crane for Agus 4 HEP
MA-A5M23-028 / PB230926-JD00272

| ITEM<br>NO. | PARTICULARS  | TOTAL AMOUNT IN FIGURES PHIL. PESO |
|-------------|--|------------------------------------|
| ٢           | Repair/overhauling of the Main Hoist (150T) braking system and replacement with correct type of wire ropes                 | 1,220,000.00                       |
| 2           | Repair/overhauling of the Main Hoist (150T) braking system and replacement with correct type of wire ropes                 | 800,000.00                         |
| 3           | Installation of Variable Frequency drive for Main and Auxillary Hoisting, Trolley (Cross travel) and Bridge long<br>Travel | 2,500,000.00                       |
| 4           | Repair/overhauling of crab cross travelling braking system utilizing central drive shaft set-up on crab structure          | 300,000.00                         |
| 2           | Repair/overhauling of Long travelling braking system utilizing central drive shaft set-up on long travel and carriage      | 300,000.00                         |
| 9           | Replacement of all gear oils of gearbox  | 00'000'006                         |
| 7           | Reconditioning/repair of overhead crane pulley lifting block assembly and hoisting block assembly                          | 1,300,000.00                       |
| 8           | Supply and Installation of operator's cabin glass panel  | 10,000.00                          |
| 6           | Supply and ilnstallation of 0.5 hp air conditioning unit at operator's cabin   | 20,000.00                          |
| 10          | Dismantling, haul down, varnishing, braking and reassembly of all motor  | 1,299,000.00                       |
| 17          | Supply, delivery, installation and test of dynamic braking to be used in all 150T/15T hoisting, travel, and crab motors    | 200,000.00                         |
| 12          | Reconditioning/repair of joy stick controller  | 550,000.00                         |
| 13          | Supply, delivery, installation and test of new remote control and receiving system   | 300,000.00                         |
| 14          | Supply, delivery, installation of warning system   | 200,000.00                         |
| 15          | Supply, delivery and installation of rubber bumpers and rail connectors  | 200,000.00                         |
| 16          | Repainting of main overhead crane  | 1,600,000.00                       |
|             | TOTAL AMOUNT   | 11,999,000.00                      |

#### **ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of 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 thirteen (13) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.

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

Doc. No. 46 ; Page No. 11 ; Book No. 1 ; Series of 2023. PTR No.:

ATTY. DIWA RAFAEL B. BONTUYAN

Notary Public for Quezon City

Commission No. NP-401 (2023-2024)

Commission Expires on 31 December 2024

Roll No. 64390

IBP No. 1006807; 02/07/2023; Quezon City

PTR No. 4540603; 04/20/2023; Quezon City

MCLE No. VII-0009839; 02/14/2022; Pasig City

4th Floor NPC Office Building

Quezon Ave. cor. BIR Road

Diliman, Quezon City

Until December 31, 2023

Notary Public

IBP Lifetime No.:

### ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this DEC 2023 day of December, 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 thirteen (13) 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

Intil December 31, 2023

IBP Lifetime No.:

PITIR INO : CITY - LANAO DEL NORTE

VO. 273894: 01/06

8738550; 01/03/2023

LE NO. ADMITTED TO THE BAR ON 5/26/2022

OMM. EXP. DEC. 31, 2024 / SERIAL NO. 23-425

Doc. No.: /O Page No.: Book No.: X/// Series of 2023.