SUPPLIER

MARIBETH A. PARAS Sales-Manager

CONTRACT NO. LOG MSSP 2023-11-109-MGF

SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES NECESSARY FOR THE REPLACEMENT OF POWER INTAKE GATE NO. 3 HYDRAULIC ACTUATOR OF PULANGUI IV HEP

MG-PLM22-002 / PB230116-HG00456(PB2)

KNOW ALL MEN BY THESE PRESENTS:

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

The NATIONAL POWER CORPORATION, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, FERNANDO MARTIN Y. ROXAS, who is duly authorized to represent it in this transaction, hereinafter referred to as NPC;

- and -

QUALITRON CONSTRUCTION AND INDUSTRIAL SUPPLIES, a sole proprietorship duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Consunji St. Brgy. Poblacion, Iligan City, Lanao del Norte, Philippines herein represented by its Sales Manager, MS. MARIBETH A. PARAS, who is duly authorized to represent it in this transaction, hereinafter referred to as SUPPLIER.

WITNESSETH: That -

WHEREAS, on 21 July 2023, NPC posted the Invitation to Bid for the Public Bidding for the Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Replacement of Power Intake Gate No. 3 Hydraulic Actuator of Pulangui IV HEP;

WHEREAS, there were three (3) prospective bidders who secured the bidding documents and participated in the bidding conducted on 09 August 2023;



ALBERT O. ANTONIO
Plant Manager, Pulangi IV HEP
(NPC)

KNANDO MARTIN Y. ROX

Contract between NPC and Qualitron Construction and Industrial Supplies
Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental
Expenses Necessary for the Replacement of Power Intake Gate No. 3 Hydraulic Actuator of
Pulangui IV HEP
Contract No. LOG MSSP 2023-11-109-MGF

AFG-LOG-007.F01 Rev. No. 0 Sheet 1 of 12

P

BY:

and CEO

Plant Manager, Pulangi IV HEP

ALBERT O. ANTONIO

WHEREAS. SUPPLIER's bid offer was considered as the lowest calculated and responsive bid:

WHEREAS, NPC accepted the said bid of the SUPPLIER:

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

ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

- Bid Documents for the Supply of Labor. Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Replacement of Power Intake Gate No. 3 Hydraulic Actuator of Pulangui IV HEP;
- Supplemental/Bid Bulletin No. 1 dated 02 August 2023;
- Post-qualification Report dated 09 October 2023;
- Report on the Result of Bid Opening dated 17 August 2023;
- SUPPLIER's bid proposal dated 09 August 2023;
- 6. Notice to Proceed; and
- 7. 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.

Contract between NPC and Qualitron Construction and Industrial Supplies Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Replacement of Power Intake Gate No. 3 Hydraulic Actuator of Pulangui IV HEP Contract No. LOG MSSP 2023-11-109-MGF

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ARTICLE II SCOPE OF WORK

The work shall include all and every work and service although not specifically detailed herein but are required to fully complete the scope of works for the safe and reliable operation of Power Intake Gate No. 3 Hydraulic Actuator.

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

 Conduct actual verification/inspection of Power Intake Service Gate Hydraulic Actuator at site purposely to have clear view and understanding with regards to the intake structures, equipment location, power source/connection, system interface, dimensions, etc. SUPPLIER's representative who shall conduct on-site inspection shall be technically knowledgeable on this project:

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

- Install new EHPU beside the existing unit;
- Interconnect piping/fittings from existing to new unit;
- d. Terminations of wiring from local to remote (powerhouse) control
- e. Testing and commissioning of unit, opening and closing of gate;
- Supply of drums for hydraulic oil drained from Hydraulic Cylinder:
- Conduct diving works to perform leakage control and provision of stop log sealing materials:
- h. Mobilization/De-mobilization;
- Provide 25 tons lifting equipment/mobile crane for the unloading and mounting of hydraulic actuator at the desired location;
- Transport/hauling of all dismantled/removed electro-mechanical equipment/ components/parts and other waste materials in the area inside the plant site as designated by authorized NPC Plant personnel:
- Mount/anchor and install the new hydraulic actuator including the interconnection of piping necessary to operate the intake gate. Mounting bolts shall be included in the SUPPLIER's scope;
- Provide tools, equipment and materials/consumables i.e., power and instrument cables, flexible hose, and hydraulic oil necessary for system installation, operation and up to satisfactory completion of the work:
- m. Provide services of highly qualified and experienced technical personnel having expertise in the rehabilitation/repair of the power intake gates and associated auxiliaries, test and commissioning, as follows:
 - **Project Supervisor**
 - Professional Mechanical Engineer (PME)
 - Registered Electrical Engineer
 - Safety Officer II
 - Welder (NCII)
 - Commercial Diver (Certified/issued by PADI, NAUI or SSI)

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SUPPLIER)

BY:

Machinist (NC II)

 n. Conduct training for plant personnel on technical, operation and proper operation & maintenance of the power intake gate hydraulic actuator and associated auxiliaries at site;

 Conduct test and commissioning of the power intake gate hydraulic actuator and associated auxiliaries including its control system locally and remotely;

 Clean-up of work areas after the completion of work covered by the contract; and

q. Other works and services as specified in the relevant specifications including those that are not specifically detailed herein but are required to fully complete and placing ready for the safe and reliable operation of the power intake gates.

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 Schedule of Requirements.

ARTICLE III PROJECT DURATION AND LOCATION

The contract period shall be **TWO HUNDRED TEN (210) CALENDAR DAYS** reckoned from receipt of the Notice to Proceed. The total contract period is inclusive of twenty (20) rainy/unworkable days, considered unfavorable for the execution of the works at site.

The supply of labor, materials, tools/equipment, consumables, supervision and other incidental expenses necessary for the replacement of power intake gate no. 3 hydraulic actuator shall be at plant site in Maramag, Bukidnon.

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

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



ALBERT O. ANTONIO
Plant Manager, Pulangi IV HEP
(NPC)

FERNANDO MARTÍN Y. ROXA
President and CEO

Contract between NPC and Qualitron Construction and Industrial Supplies
Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental
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ARTICLE IV TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding PHILIPPINE PESOS NINETEEN MILLION EIGHT HUNDRED EIGHTY NINE THOUSAND (PHP 19,889,000.00) ONLY.

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

All taxes, customs duties, tariffs, exports, excise and all other taxes assessed and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials, 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, Cashier's/Manager'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 Universal or Commercial Bank, if issued by a foreign bank which shall be Five Percent (5%) of the total Contract Price.
- b. Surety Bond callable upon demand and penal in nature issued by a surety or insurance company duly accredited by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total Contract Price; The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

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

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item, The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the SUPPLIER to perform its obligation under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

BY:

Plant Manager, Pulangi IV HEP ALBERT O. ANTONIO

President and CEO

Contract between NPC and Qualitron Construction and Industrial Supplies Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Replacement of Power Intake Gate No. 3 Hydraulic Actuator of Pulangui IV HEP

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Contract No. LOG MSSP 2023-11-109-MGF

BY

nt and CEO

Plant Manager, Pulangi IV HEP

ALBERT O. ANTONIO

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 WARRANTY/GUARANTEE BOND

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

ARTICLE VII LIQUIDATED DAMAGES

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

Contract between NPC and Qualitron Construction and Industrial Supplies Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Replacement of Power Intake Gate No. 3 Hydraulic Actuator of Pulangui IV HEP Contract No. LOG MSSP 2023-11-109-MGF

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ARTICLE VIII NON-ASSIGNMENT AND NO SUB-CONTRACT

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

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

ARTICLE IX AGREEMENT MODIFICATION

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

ARTICLE X SUSPENSION OF WORK

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

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

Contract between NPC and Qualitron Construction and Industrial Supplies Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Replacement of Power Intake Gate No. 3 Hydraulic Actuator of Pulangui IV HEP Contract No. LOG MSSP 2023-11-109-MGF

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ARTICLE XI PRE-TERMINATION

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the SUPPLIER, by giving at least ten (10) days 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 XII 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 of cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the SUPPLIER and/or its representative and/or the erring NPC official(s) and employee(s).

Contract between NPC and Qualitron Construction and Industrial Supplies
Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental
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Contract No. LOG MSSP 2023-11-109-MGF

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SUPPLIER

ARTICLE XIII JOINT AND SEVERAL LIABILITY

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

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 the receipt of the Notice to Proceed.

ARTICLE XVI VENUE OF ACTION

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



ALBERT O. ANTONIO
Plant Manager, Pulangi IV HEP
(NPC)

A President and CEO

Contract between NPC and Qualitron Construction and Industrial Supplies
Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental
Expenses Necessary for the Replacement of Power Intake Gate No. 3 Hydraulic Actuator of
Pulangui IV HEP
Contract No. LOG MSSP 2023-11-109-MGF

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IN WITNESS WHEREOF, the parties hereto have signed this Contract day of December , 2023 at Quezon City, Philippines. NATIONAL POWER CORPORATION QUALITRON CONSTRUCTION AND (NPC) INDUSTRIAL SUPPLIES (SUPPLIER)

BY:

FERNANDO MARTIN Y. ROXAS President and CEO

TH A. PARAS Sales Manager

SIGNED IN THE PRESENCE QF:

ALBERT O. ANTONIO Plant Manager, Pulangi IV HEP (NPC)

FUNDS AVAILABLE

JENALYN AUREA S. TINONAS

OIC, Sr. Dept. Manager-Finance

12/18/23

RTIFIED FUNDS AVAILABLE JOB ORDER COST CENTER AMOUNT



Contract between NPC and Qualitron Construction and Industrial Supplies Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the Replacement of Power Intake Gate No. 3 Hydraulic Actuator of Pulangui IV HEP Contract No. LOG MSSP 2023-11-109-MGF

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of NEC 2 1 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 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 Corporation he represents.

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

Page No. 49; Book No. 5; Series of 2023. IBP Lifetime No.:

PTR No.:

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

Until December 31, 2023

Notary Public

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY | LIGAN CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Natury Public for and in Quezon City, Philippines, this 2023, personally appeared MS. MARIBETH A. PARAS, Sales Manager, QUALITRON CONSTRUCTION AND INDUSTRIAL SUPPLIES with Identification Document in the form of David Color of Supplies with Identification Document in the form of David Color of Mo2 issued by 10 km of 10 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 she acknowledged before me that the same is her free and voluntary act and deed and that of the Company she represents.	-10
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WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Doc. No.: 418
Page No.: 51
Book No.: 71
Series of 2023.

Unditracerphen 36, 2023
ILIGAR CITETORIA DANAO NORTE
NOTATITAL NOMINISSION NO. 23-379
UNTIL DEC. 31, 2024
IBP LIFE MEMBER NO. 08289
PTR NO. 1052028 UAN. 03, 2023 I. C.
MCLE COMPL. NO. VII-003864 04/14/28
ATTORNEY'S ROLL NO. 48931
TIN NO. 168-615-120

NATIONAL POWER CORPORATION

BY:

FERNÁNDO MARTÍN Y. ROXAS President and CEO

PRESENCE OF: SIGNED IN THE ALBERT O. ANTONIO

Plant Manager, Pulangi IV HEP

(NPC)

(SUPPLIER) SUPPLIES

QUALITRON CONSTRUCTION AND INDUSTRIAL

MARIBETH A. PARAS ales Manager

BY:

ANNEX A

SCHEDULE OF REQUIREMENTS

SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT, CONSUMABLES, SUPERVISION AND OTHER INCIDENTAL EXPENSES NECESSARY FOR THE REPLACEMENT OF POWER INTAKE GATE NO. 3 HYDRAULIC ACTUATOR OF **PULANGUI IV HEP**

MG-PLM22-002 / PB230116-HG00456(PB2)

ITEM NO.	DESCRIPTION	QTY - UNIT	CODE		UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED	RELATED SERVI	ICES TO BE	TOTAL PRICE	
				Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)	Import Duties & Other Levies Imposed by Phil. Govt (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)	W W	
₩	Supply of Labor, Materials, Tools/Equipment, Consumables, Supervision and Other Incidental Expenses Necessary for the 1 L. Replacement of Power Intake Gate No. 3 Hydraulic Actuator of Pulangui IV HEP	1 ГОТ	BR	12,460,070.00	4,972,250.00	2,386,680.00	70,000.00	19,889,000.00	
DTAL	TOTAL AMOUNT (PHP)							19.889.000.00	

COUNTRY OF ORIGIN	BRAZIL
CODE	BR