CONTRACT NO. LOG MSSP 2024-01-004-DVA

UPGRADING OF ANNUNCIATOR, CONTROL AND PROTECTION SYSTEM OF UNIT NO. 3 AT AGUS 2 HEP PLANT MA-A2M23-055 / PB231121-JD00358

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 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 -

QUALITRON CONSTRUCTION & INDUSTRIAL SUPPLIES. a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 3F Qualitron Bldg., Consunji St., Brgy. Poblacion, Iligan City, herein represented by its MS. MARIBETH A. PARAS, who is duly authorized to represent it in this transaction, hereinafter referred to as CONTRACTOR.

WITNESSETH: That -

WHEREAS, on 26 October 2023, NPC posted the Invitation to Bid for the Public Bidding of the Upgrading of Annunciator, Control and Protection System of Unit No. 3 at Agus 2 HEP Plant;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 28 November 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:



Admin and Finance

NA E. BOMEDIANO

Contract between NPC and Qualitron Construction & Industrial Supplies Upgrading of Annunciator, Control and Protection System of Unit No. 3 at Agus 2 Hydroelectric Power Plant Contract No. LOG MSSP 2024-01-004-DVA

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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 Annunciator, Control and Protection System of Unit No. 3 at Agus 2 Hydroelectric Power Plant under PR No. MA-A2M23-055 / PB231121-JD00358;
- Notice of Award dated 08 January 2024;
- 3. Post Qualification Report dated 11 December 2023;
- 4. Bid Opening Report dated 28 November 2023;
- 5. CONTRACTOR's bid proposal dated 28 November 2023;
- Supplemental/Bid Bulletin No. 1 dated 14 November 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 work shall include all equipment, including software necessary for secure and reliable plant operation. The system shall consider provisions for upgrading the control and monitoring of the other units in the plant.

The CONTRACTOR 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 furnishing all equipment, materials, tools, labor, and other necessary incidentals required to upgrade the Annunciator, Control, and Protection System of Unit No. 3 at Agus 2 HEP Plant, which shall generally consist of but not limited to all equipment, materials, and services enumerated herein:

- Conduct site inspection to verify and assess the extent of the related and incidental works needed to implement the project competently and efficiently;
- 2. Supply, design, installation, test, and commissioning of the new control,

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RIBETH A. PARAS CONTRACTOR Sales Manager BY:

> Admin and Finance E. BOMEDIANO

ent and CEO

monitoring, protection, and synchronization system in replacement to the existing management, monitoring, safety, and synchronization system of Unit. No. 3 at Agus 2 HEP Plant by the technical specifications, and sheets including the associated equipment technical data appurtenances the new state of the art microprocessor-based design Control and Protection System shall be for the following:

- a) Unit 3 Main AC Generator
- b) Unit 3 Main Power Transformer
- 3. Supply, delivery, installation, test, and commissioning of the new Distributed Control System (DCS) in replacement of the existing Distributed Control System (DCS) of Unit 3, including the associated equipment and appurtenances. The scope shall consist of but not limited to the following:
 - a) Field Control Unit;
 - b) Marshalling Panel;
 - c) Local Control Panel;
 - d) Protection Panel;
 - e) Human Machine Interface (HMI) Station;
 - Engineering Workstation (EWS);
 - g) Sequence of Event (SOE) Manager and Analyzer (Automatic Start-up and Shutdown);
 - h) Surveillance or Monitoring Station;
 - Time Synchronization Unit; i)
 - Network Architecture; and, j)
 - Miscellaneous Control and Monitoring Equipment
- 4. Supply, install, test, and commission the panels completely. These panels must be wholly assembled before delivery to the Agus 2 HEP Plant;
- 5. Supply, delivery, design, installation, test, and commissioning of new Uninterruptible Power Supply (UPS), wires, plugs, and connectors intended for the upgrading of the control, monitoring, and protection system of Unit No. 3, complete with all the required appurtenances. The power supply shall be taken from the existing 220 V, 1Ø, 60 Hz panelboard in the control room of Agus 2 HEP Plant;
- 6. Formulate/program the logic circuit and the Human Machine Interface (HMI) Station Software:
- Pre-testing and commissioning of the whole system;
- Conduct of toolbox meeting and safety orientation;
- Checking of all delivered materials;
- 10. Supply, delivery, laying, and termination of cables. The process includes but is not limited to termination of the new lines to the panel and the panel-to-panel wires, shutting down of the unit, which shall be

(CONTRACTOR)
MARIBETH A. PARAS
Sales Manager

BY.



LORLINA E. BOMEDIANO
DIC-OVP, Admin and Finance
(NPC)

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in the shortest period possible, disconnection of existing wires from all existing discussions, and termination of these wires on the new board. Installation shall be complete with all the requirements firmly and safely connected and interconnected with operating switches, interlocks, signalization, alarms, and metering instruments to the extent required to put the power plant in satisfactory operating conditions.

- 11. Conduct training of NPC personnel regarding the hardware/software operation and maintenance of the supplied equipment, including system configuration, setting, and parameterization;
- 12. Overall testing and commissioning of the whole system; and,
- 13. The CONTRACTOR 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 CONTRACTOR:

- Removal/dismantling and hauling of all equipment and materials to be replaced to designated NPC plant stockyard/warehouse area;
- Supply and delivery of spare parts and consumables as per manufacturer's recommendations to ensure reliable operation of the equipment for at least five (5) years;
- Supply and delivery of standard and special tools and appliances required for start-up testing, commissioning, operation, and maintenance of the equipment;
- 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 Manufacturer's drawings, Operation and Maintenance Manuals, Calculation, etc.; and,
- Provision of technical assistance and services during one (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 CONTRACTOR 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

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Admin and Finance

President/and CEO

in a first-class satisfactory 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 CONTRACTOR's responsibility.

ARTICLE III DOCUMENTS TO BE SUBMITTED

Documents to be submitted before or upon delivery:

- 1. Certificate of Origin from the Manufacturer;
- 2. Warranty Certificate for one (1) year against factory defects/quality;
- Quality Assurance or Quality Inspection Certificate from the Manufacturer:
- 4. User Manual in Three (3) copies;
- 5. Brochure, Catalogue & Technical Specification;
- 6. As-built drawings as finally approved;
- 7. Type Tests Certificate with Test Reports in Five (5) copies;
- 8. Routine and Quality Conformance Certificate with Test Reports in Five (5) copies;
- Certified Test and Inspection Reports duly signed and witnessed by NPC representative; and,
- 10. Certificate to show that the item to be delivered is brand new.

Note: All documents and drawings shall be submitted to the Plant Manager – Manager, Agus 2 HEP, for evaluation and approval before issuance of the Acceptance Certificate.

ARTICLE IV COMMENCEMENT AND COMPLETION PERIOD

The delivery period shall be within ONE HUNDRED EIGHTY (180) CALENDAR DAYS reckoned from receipt of Notice to Proceed.

The equipment to be supplied shall be delivered to Agus 2 Hydro Electric Power Plant, Saguiaran, Lanao del Norte.

The CONTRACTOR shall be responsible for referencing 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 CONTRACTOR regarding the existing conditions of the delivery site shall the

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BY:

Sales Manager

Admin and Finance

E. BOMEDIANO

CONTRACTOR's responsibility, and NPC shall make no additional payment thereof.

ARTICLE V TOTAL CONTRACT PRICE AND PAYMENT TERMS

The Total Contract Price shall be in the amount of and not exceeding PHILIPPINE PESOS THIRTY SEVEN MILLION PESOS (PHP 37,000,000.00) 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 VI 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 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.

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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 VII WARRANTY CLAUSE

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.

ARTICLE VIII LIQUIDATED DAMAGES

Should CONTRACTOR 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 IX GUARANTEE

The CONTRACTOR shall guarantee to complete the repair of equipment/device/materials and replacement within sixty (60) calendar days, upon notice, of the supplied equipment/device/material at his own expense against defect in design, artistry, and materials for one (1) year after issuance of Acceptance Certificate by NPC. The CONTRACTOR shall guarantee that

the unit will perform in the manner as outlined in the equipment's manual and the Contract. The CONTRACTOR shall submit a Warranty Certificate (at least one year) effective from the date of acceptance by NPC. After the lapse of the warranty period, NPC shall release the warranty security/certificate if no defects are found.

ARTICLE X 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 XI 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 XII 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



BY:

IBETH A. PARAS

ales Manager

Admin and Finance E. BOMEDIANO

FERNANDO MARTIN Y. ROXAS President and CEO

BY.

Admin and Finance NA E. BOMEDIANO

FERNANDO MARTIN Y. ROXAS President and CEO 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 XIII 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 XIV 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 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 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 CONTRACTOR and/or its representative and/or the erring NPC official(s) and employee(s).

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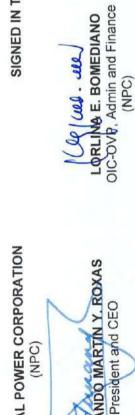
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ARTICLE XV JOINT AND SEVERAL LIABILITY

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 XVI 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 XVII **EFFECTIVITY**

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

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

this 30th day of January 2024 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC) QUALITRON CONSTRUCTION & INDUSTRIAL SUPPLIES (CONTRACTOR)

BY:

FERNANDO MARTIN Y. ROXAS
President and CEO

BY: MARIBETH A. PARAS

SIGNED IN THE PRESENCE OF:

LORLINA E. BOMEDIANO
OIC-OVP, Admin and Finance
(NPC)

(CONTRACTOR)

Sales Manager

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LORLINA E. BOMEDIANO
DIC-OVP, Admin and Finance

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CERTIFIED FUNDS AVAILABLE
PERIOD
JOB ORDER
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P37, M. M. N.

FERNANDO MARTIN Y. ROXAS

President and CEO

A E. BOMEDIANO

Contract between NPC and Qualitron Construction & Industrial Supplies
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QUEZON CITY) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of N 3 0 2024, 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 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.



Admin and Finance

BOMEDIANO

RIBETH A. PARAS

Sales Manager

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Book No. 1
Series of 2024.

Notary Public
Until December 31, 2024
IBP Lifetime No.:
PTR No.:

ATTY. DIWARAFAEL 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

RNANDO MARTIN Y. ROXA
President and CEO

REPUBLIC OF THE PHILIPPINES)) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in fe gen City, Philippines, this 2024, personally appeared MS. MARIBETH A. 4 day of PARAS, Sales Manager, QUALITRON CONSTRUCTION & INDUSTRIAL SUPPLIES, with Identification Document in the form of proven uctive 402-10-09/19 issued by 10 50. 1/24 at UGAN CIT, on 1/19, 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 Publicut

Valid until December 21, 2024 PTR No. 18 Pastreting 2004 Iligan City 13P OR POT R 190:12/25/2023 Higan City-Lanao del Norte Chapter

Roll No. 87169 Serial No. 23-439

BY. OR) ONTRAC

MARIBBTH A. PARAS

Sales Manager

Admin and Finance E. BOMEDIANO

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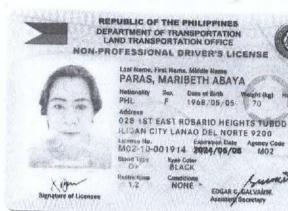
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FERNANDO MARTIN Y. ROXAS President and CEO

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TKENSE - LIO - DRIVER'S LICENSE - LTO - DRIVER'S LI N, IN CASE OF EMERGENCY NOTIFY:
NAME: ROYALLD G PAREAS
ADDRESS: ROSLAND HEIGHTS TURIOD REALM CITY
TEL. PLO. 109 177 167 550 III ORGAN DONATION:
I WILL NOT DOMATE ANY ORGAN

118637446





REPUBLIC OF THE PHILIPPINES



Unified Multi-Purpose ID

CRN-0033-0749583-6



PARAS MARIBETH

ABAYA
ABAYA
USP F GATE OF SETTH 1968/05/05
DOZE FIRST EAST ROSARIO HTS
TUBOD ILIGAN CITY LANAO
DEL NORTE PHL 9200



Qualiticon@onstruction &IndustrialSupplies

3rd Floor, Qualitron Bidg. Consunil St., Iligen City Tel. No.: (063) 222-0620



MARIBETH A. PARAS

AREA MANAGER

A64.13.133

SSS NO.: 33-0749583-6

TIN NO.: 182-433-674

This ID Card belongs to Qualitron Construction & Industrial Supplies and should be surrender if and whenever you are no longer connected with this company.

IN CASE OF EMERGENCY, PLEASE NOTIFY:

RONALD G. PARAS Tubod, Iligan City 63 063 221 26 35

ID NO.: 2004-11