

BY:   
**EPHREM R. PATINO**  
CEO/Chairman

BY:   
**ROBERTO C. ESCANO**  
(CONTRACTOR)

**ALEXANDER P. JAPON**  
Vice President, Admin and Finance  
(NPC)

BY:   
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

**CONTRACT NO. LOG MSSP 2023-07-057-MDC**

**CONSTRUCTION OF POWER FACILITIES FOR THE FOUR (4)  
UNITS MODULAR DIESEL GENERATING SETS INCLUDING  
HAULING, INSTALLATION, TEST AND COMMISSIONING OF  
BALANCE OF PLANT IN CALUTCOT, BURDEOS QUEZON AND  
BUTAWANAN SIRUMA, CAMARINES SUR  
PR No. HO-PIB21-016 / PB220118-HG00516 (NP4)**

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 -

**TRANS PILIPINAS POWER & AUTOMATION, INC.**, a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Bldg. 1 Quimpo Compound, Jail Road, Brgy. Maa, Talomo District, Davao City, Philippines, herein represented by its CEO/Chairman, **MR. EPHREM R. PATINO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH: That -**

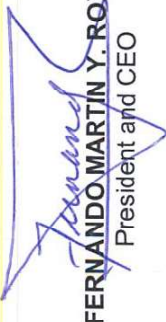
WHEREAS, the procurement had undergone three (3) failed public biddings and three (3) failed negotiated procurements;

WHEREAS, on 10 May 2023, NPC posted the Invitation to Bid for the 4<sup>th</sup> Negotiated Procurement for the Construction of Power Facilities for the Four (4) Units Modular Diesel Generating Sets Including Hauling, Installation, Test and Commissioning of Balance of Plant in Calutcot, Burdeos Quezon and Butawan Siruma, Camarines Sur;

WHEREAS, there were four (4) prospective bidders who secured the Terms of Reference and participated in the bidding conducted on 31

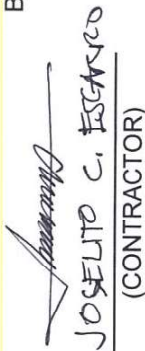
Contract between NPC and Trans Pilipinas Power & Automation, Inc.  
Construction of Power Facilities for the Four (4) Units Modular Diesel Generating Sets Including Hauling, Installation, Test and Commissioning of Balance of Plant in Calutcot, Burdeos Quezon and Butawan Siruma, Camarines Sur  
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**JOSE LITO C. ESCARDO**  
(CONTRACTOR)

  
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CEO/Chairman

May 2023 on the aforesaid undertaking;

WHEREAS, CONTRACTOR's bid offer was considered as the lowest 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:

**ARTICLE I**  
**DOCUMENTS COMPRISING THE CONTRACT**

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

1. Terms of Reference for the Construction of Power Facilities for the Four (4) Units Modular Diesel Generating Sets Including Hauling, Installation, Test and Commissioning of Balance of Plant in Calutcot, Burdeos Quezon and Butawan Siruma, Camarines Sur under PR No. HO-PIB21-016 / PB220118-HG00516 (NP4);
2. Report on the Result of Bid Opening for the Conduct of Negotiated Procurement dated 04 April 2023;
3. Supplemental/Bid Bulletin Nos. 1 & 2 dated 17 & 22 May 2023;
4. CONTRACTOR's bid proposal dated 26 May 2023;
5. Report on the Result of Bid Opening dated 02 June 2023;
6. Post-qualification Report dated 19 June 2023;
7. Notice of Award dated 18 July 2023;
8. Notice to Proceed; and
9. 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".

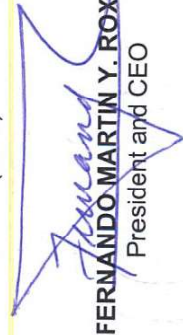
In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

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*Handwritten mark*



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(NPC)

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**JOSE LITO C. ESCARNO**  
(CONTRACTOR)

  
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**ARTICLE II**  
**SCOPE OF WORK**

The works and services to be performed for this undertaking shall essentially consist of, but not limited to the following:

**A. Civil/Architectural Works**

1. Moving-in including furnishing, construction, operation and maintenance of general construction facilities and moving-out thereof after completion and acceptance;
2. Clearing and Grubbing;
3. Structural excavation and backfill for equipment foundations of diesel generating sets and its auxiliaries, transformers, and for all miscellaneous Balance-of-Plant (BOP) structures required;
4. Concreting works for equipment foundations of diesel generating sets and its auxiliaries, transformers and for all miscellaneous Balance-of-Plant (BOP) structures required;
5. Furnishing and installation of drainage systems and appurtenance structures, septic tank, oil water separator, open rc canal, drain pit and catch basin;
6. Fabrication and erection of structural steel supports for water storage tank and fuel oil day tank supports;
7. Complete construction of prefab container house, hazardous waste storage and lube/fuel oil receiving area and guard post;
8. Complete construction of flagpole and perimeter lighting support foundation;
9. Complete construction/installation of perimeter fence and seclusion fence including entrance gates;
10. Furnishing and erection and install for steel pole and steel crossarms braces;
11. Laying surface gravel at the switchyard area and genset area;
12. Supply and delivery of 4 x 30ft. and 2 x 25ft. steel pole and its associated steel crossarms, braces, etc. including excavation and backfill; and


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**JOELITO C. ISCARIO**  
(CONTRACTOR)

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Vice President, Admin and Finance  
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13. All other works and services required to complete the project.

**B. All Mechanical Works**


The scope of work shall cover the on-site hauling, installation/erection, assistance to test and commissioning of the diesel engine-generator set and its auxiliaries including supply, installation and test of balance-of-plant, but not limited to the following:

1. Packing/crating, Transportation, Hauling, Assembling, Installation, and Assistance to Testing of all Mechanical Equipment and Systems' Auxiliaries and other accessories to be transferred including but not limited to:
  - 1.1. Two (2) sets of 50 kW Modular Diesel Gensets and its systems' auxiliaries – FOR CALUTCOT DPP;
  - 1.2. One (1) set of 50 kW and one (1) set of 30 kW Modular Diesel Gensets and its systems' auxiliaries – FOR BUTAWANAN DPP; and
  - 1.3. Spare Parts for Four (4) Gensets as listed in Section III-Technical Specifications, Clause MW-2.0, Item a.3 of the Mechanical Works Specifications.
2. Assistance during the conduct of test and commissioning of the diesel generating sets by NPC;
3. One (1) set of 1,000-liter fuel oil day tank per genset complete with manhole, inlet and outlet nozzles, nozzles for vent, overflow, drain and level gauge/switch, and structural supports;
4. One (1) lot Fuel Oil Piping System complete with valves, strainers, pipe and fittings, gaskets, flanges, bolts and nuts, pipe supports and other required accessories to complete the piping systems for the fuel oil unloading, transfer of fuel oil to day tanks, day tanks to and from diesel gensets including flowmeters (supply and return), waste water/oil from powerhouse drain pit to oil water separator including necessary excavation, backfilling and asphalt jute application to embedded pipes;
5. One (1) lot of Well Drilling Works consisting of casing installation, well development, pumping test and disinfection;
6. Two (2) sets of Fuel Oil Hand Pump per plant complete with accessories;


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7. One (1) set of Elevated Water Storage Tank (polyethylene) 600 liters capacity per plant complete with accessories;
8. One (1) lot of Domestic Water Supply Piping System, including valves, pipe fittings, pipe supports, excavation and backfilling of embedded pipes and other pipe accessories including disinfection of the system;
9. One (1) unit of Inverter/Window type Air Conditioner, 16,000 kJ/h minimum cooling capacity for control house and One (1) unit of Wall mounted Exhaust Fan for toilet, 100 m<sup>3</sup>/h minimum capacity, propeller type, direct motor driven, 220V, 60 hz, 1-phase power supply for all air conditioning and ventilation units per plant site, all complete with mounting accessories and controls;
10. Two (2) sets of Portable Type Fire Extinguishers, Clean Agent (HCFC or Halotron I Type), 7.1 kg. (15.5 lbs), non-expiry, multi shots, wall-hung and UL/FM approved-per Plant Site;
11. One (1) lot of various Miscellaneous Equipment and Materials as listed in Section III-Technical Specifications, Clause MW-2.0, Item b.7 and MW-10.0 of the Mechanical Works Specifications;
12. Hydrostatic testing of field-installed piping systems under the presence of NPC;
13. One (1) lot of Painting Materials to be applied to all equipment, pipes, steel structures, tanks, pipe supports and other incidentals;
14. Provide Labels or Standard Plant Identification Number (SPIN) for all equipment, valves, piping and instruments supplied; and
15. All other works and services including those that are not specifically detailed herein but are required to fully complete the project.

**C. Electrical Works**

1. Hauling, Installation and assistance to NPC during the conduct of test and commissioning of 2 x 50 kW (for Calutcot DPP) and 1 x 30 kW & 1 x 50 kW (for Butawanan DPP), 480V, 3-phase, 60Hz AC Generator and associated auxiliary electrical equipment including grounding materials that will be transferred from NPC-Minuyan, SJDM, Bulacan;

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2. Hauling, Installation and assistance to NPC during the conduct of test and commissioning of Generator Control and Protection Panel (GCPP) for 2 x 50 kW D/G sets (for Calutcot DPP) and 1 x 30 kW & 1 x 50 kW D/G sets (for Butawanan DPP) equipped with monitoring, metering, control, protection and synchronizing equipment/devices;
3. Supply of One (1) Spare Circuit Breaker for 50 kW D/G set (for Calutcot DPP) and for 1 x 30 kW & 1 x 50 kW D/G sets (for Butawanan DPP);
4. Hauling, Installation and assistance to NPC during the conduct of test and commissioning of 2 x 75 kVA (for Calutcot DPP) and 1 x 75 kVA & 1 x 37.5 kVA (for Butawanan DPP), 480V/13.8kV, 3-Phase, 60Hz Generator Transformer that will be transferred from NPC-Minuyan, SJDM, Bulacan;
5. Hauling, Installation and assistance to NPC during the conduct of test and commissioning of 15 kVA, 7.97kV/240V, 1-Phase, 60 Hz Station Service Transformer that will be transferred from NPC-Minuyan, SJDM, Bulacan;
6. Supply, Installation and Test of 800A, 60 Hz, 15kV, 12kA, Automatic Circuit Recloser;
7. Supply, Installation and Test of 15 kV Fuse Disconnect Switches with Lightning Arrester Combination;
8. Supply, Installation and Test of Kilowatt-hour Demand Meter and associated Instrument Transformers and Accessories;
9. Supply, Installation and Test of Bus Conductor and Line Materials and Hardware;
10. Supply, Laying and Test of Power, Control and Instrumentation Cables including ground conductors and other appurtenances required for the interfacing of supplied equipment;
11. Supply, Installation and Test of Grounding System;
12. Supply, Installation and Test of Lightning Protection System;
13. Supply, Installation and Test of Lighting & Power System and its Accessories;
14. Supply and Installation of Conduit System;


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15. Supply and Delivery of Special Tools;

16. Supply, Delivery and Test of two (2) sets of Job Site Cameras to be installed before the start of construction and/or installation of equipment; and

17. All other works and services including those not specifically detailed herein but are required to fully complete the project.

CONTRACTOR shall, in accordance with the provisions of, and subject to the conditions contained in the Contract Documents, fully and faithfully furnish all superintendence, labor, materials, supplies, tools and equipment (in accordance with the requirements of the Technical Specifications) for the Construction of Power Facilities for the Four (4) Units Modular Diesel Generating Sets Including Hauling, Installation, Test and Commissioning of Balance of Plant in Calutcot, Burdeos Quezon and Butawan Siruma, Camarines Sur.

**MINIMUM REQUIRED KEY PERSONNEL**

1. One (1) Project Engineer - Registered Civil Engineer or Registered Mechanical Engineer or Registered Electrical Engineer who had supervised at least a project similar in nature as to the type of the proposed project within the last 10 years.
2. One (1) Materials Engineer - Registered Civil Engineer with valid accreditation from the Department of Public Works and Highways (DPWH) as Materials Engineer I.
3. One (1) Safety Officer 2 - Construction Safety Officer who has completed at least forty (40) hours of Construction Safety and Health Training (COSH) from Occupational Safety and Health Center (OSHC) or Safety Training Organizations (STOs) accredited by the Department of Labor and Employment (DOLE)

**MINIMUM REQUIRED CONSTRUCTION EQUIPMENT**

(Owned or leased)

The works and services to be performed under this undertaking shall essentially consist of, but not limited to the following:

- a. Welding Machine (300 Amp) - 1 unit
- b. Oxyacetylene cutting outfit - 1 unit
- c. Portable Generator (300 kVA) - 1 unit
- d. Bar cutter (25mmΦ capable) - 1 unit
- e. Concrete Vibrator (3.5HP) - 1 unit

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- f. Concrete Mixer (2-bagger) - 1 unit
- g. Service Vehicle (4x4 pick up) - 1 unit

**ARTICLE III**  
**COMMENCEMENT AND COMPLETION PERIOD**

The CONTRACTOR shall complete the works as herein specified within **two hundred ten (210) calendar days**. The contract duration is inclusive of fifteen (15) unworkable days considered unfavorable for the execution of the works. The total contract duration shall be reckoned from the date of contract effectivity as specified in the Notice to Proceed.

The project is located in two (2) separate new plant sites at Brgy. Calutcot, Calutcot Island, Burdeos, Province of Quezon and Brgy. Butawan, Butawan Island, Siruma, Province of Camarines Sur.

**ARTICLE IV**  
**PAYMENT**

For and in consideration of the WORK to be undertaken by CONTRACTOR as specified in the preceding Article II hereof, NPC shall pay the CONTRACTOR in Philippine Currency and in accordance with the Contract Documents, the unit and lump sum prices hereof is the total amount of and not exceeding **PHILIPPINE PESOS TWENTY MILLION EIGHT HUNDRED EIGHTY SEVEN THOUSAND ONE HUNDRED THIRTY (PHP 20,887,130.00)**.

All forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine Government, or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the CONTRACTOR.

**ARTICLE V**  
**EXTENSION OF CONTRACT**

No extension of contract time shall be granted the CONTRACTOR due to (i) ordinary unfavorable weather conditions; (ii) inexcusable failure or negligence of CONTRACTOR to provide the required supplies, materials or equipment; and (iii) when the reason given for the extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of contract documents agreed upon by the parties before contract perfection.

NPC shall not be liable for any claim associated with the extension of contract time unless it has examined the facts as well as the extent of delay, and has agreed in writing that the CONTRACTOR is entitled for an extension of time.

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**ARTICLE VI**  
**ENTIRE CONTRACT**

This is an entire contract for one whole complete work and that partial payments made by NPC, or the use of parts of the work, or its equivalent, shall not constitute as an acceptance of any part of the work before its entire completion and final acceptance in writing by NPC.

**ARTICLE VII**  
**CONTRACTOR'S LIABILITY**

The Parties hereby agree that the employees of the CONTRACTOR are not employees of NPC. NPC shall not in any way be liable or responsible for any personal injury or damages, including death sustained or caused by any of the employees of the CONTRACTOR, including its sub-contractor, agent, or supplier, whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify NPC for whatever injury or damages caused or occasioned by the failure, negligence or conduct of the CONTRACTOR and/or its employees, sub-contractors, agents, suppliers or consultants arising out of on in connection with or on the occasion of the performance of the Contract. The CONTRACTOR shall, at all times, stand solely liable and/or responsible for the enforcement of and compliance with all existing laws, rules and regulations; and binds itself to save and hold NPC free and harmless from any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation.

**ARTICLE VIII**  
**RESPONSIBILITY OF THE CONTRACTOR**

The CONTRACTOR shall assume full responsibility for the entire contract work until its final acceptance by NPC and shall be held responsible for any damage or destruction of works until final acceptance.

**ARTICLE IX**  
**NON-ASSIGNMENT AND NO SUBCONTRACT**

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

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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 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.

**ARTICLE XI**  
**SUSPENSION OF WORK**

NPC or its duly authorized representative shall have the authority to suspend the work, wholly or partly, by written order for period/s as may be deemed necessary due to force majeure, fortuitous event, failure on the part of the CONTRACTOR to correct bad working conditions which are unsafe for workers or third parties, failure to carry out valid orders given by NPC, failure to perform any provisions of this contract, and due to adjustment of plans to suit field conditions as found necessary by NPC during construction. The CONTRACTOR shall immediately comply with work suspension, either wholly or partly.

**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 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.

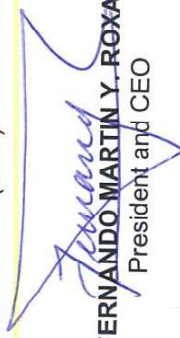
Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt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

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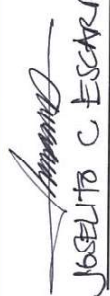
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**ARTICLE XIII  
REMEDY AND RELIEF**

Should there be any dispute or controversy in connection with this Contract, the Parties, as far as practicable, shall settle it amicably. In the event that such dispute or disagreement be not resolved to the parties' satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law". Provided, however, that disputes within the competence of the Construction Industry Arbitration Commission shall be submitted thereto, Arbitration proceedings shall be without prejudice to the right of the NPC to rescind or terminate this Contract.

Should NPC be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR shall be liable to NPC for attorney's fees in the amount equivalent to twenty percent (20%) of the sum total claimed in the complaint, exclusive of other damages and the expenses of litigation.

In case of dispute or disagreement arises between NPC and the CONTRACTOR regarding the manner by which the latter is performing works, the CONTRACTOR shall follow the instruction of NPC relative thereto, otherwise, the CONTRACTOR shall have no right to ask for arbitration or go to court for relief.

**ARTICLE XIV  
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 Ten Percent (10%) 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.
- c. Performance Securing Declaration.

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

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Including Hauling, Installation, Test and Commissioning of Balance of Plant in Calutcot,  
Burdeos Quezon and Butawan Siruma, Camarines Sur  
Contract No. LOG MSSP 2023-07-057-MDC



BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance  
(NPC)

BY:   
**JOAQUIN C. ESCARAB**  
(CONTRACTOR)

  
**EPHREM R. PATINO**  
CEO/Chairman

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 project, unless the contract duration is extended, in which case the validity of the performance security shall accordingly be extended.

This performance security 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 obligation under this Contract including the defects liability period of one year. The Performance Security shall be entirely confiscated by NPC upon default of 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 the 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.

The performance security shall be discharged by NPC and return to the CONTRACTOR only after the required warranty security/guarantee bond shall have been posted by the CONTRACTOR.

**ARTICLE XV**  
**GUARANTEE BOND**

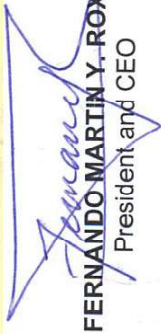
To assure that any structural defects in the WORK shall be corrected by the CONTRACTOR, and to cover third party liabilities, the CONTRACTOR shall post a Guarantee Bond after the final acceptance of the Work. This is also a pre-requisite to the discharge and release to the CONTRACTOR of the retention money. The Guarantee Bond shall remain valid and effective for the period of one (1) year. The Guarantee Bond shall be posted before the release of the ten percent (10%) retention money provided for in the Terms of Reference. This shall be either in the form of Cash, Letter of Credit issued by a Universal or Commercial Bank equivalent to five percent (5%) of the total contract price, or Bank guarantee confirmed by Universal or Commercial bank equivalent to 10% of the total contract price or Surety Bond penal in nature and callable upon demand issued by any surety or insurance company duly certified by the Insurance Commission as authorized to issue such security, equivalent to thirty percent (30%) of the total contract price. The CONTRACTOR shall be held responsible for Structural Defects for the number of years mentioned in the Terms of Reference.

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Contract No. LOG MSSP 2023-07-057-MDC

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BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

**ALEXANDER P. JAPON**  
Vice President, Admin and Finance  
(NPC)

  
**JOSE LITO C. BIGARNU**  
(CONTRACTOR)

  
**EPHREM R. PATINO**  
CEO/Chairman

**ARTICLE XVI**  
**LIQUIDATED DAMAGES**

Should CONTRACTOR fail to satisfactorily complete the WORK within the stipulated contract time, plus any time extension duly granted and is hereby in default under this Contract, CONTRACTOR shall pay liquidated damages to NPC for each day that the Completion Date is later than the intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. NPC shall deduct liquidated damages from payments due to CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, NPC may rescind or terminate this Contract without prejudice to other course of action and remedies available under circumstances.

**ARTICLE XVII**  
**WARRANTY CLAUSE**

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

**ARTICLE XVIII**  
**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.

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Contract No. LOG MSSP 2023-07-057-MDC

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**ARTICLE XIX  
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 14th day of August, 2023 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION**  
(NPC)

**TRANS PILIPINAS POWER &  
AUTOMATION, INC.**  
(CONTRACTOR)


BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

BY:

  
**EPHREM R. PATINO**  
CEO/Chairman

SIGNED IN THE PRESENCE OF:

  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance  
(NPC)

  
**JOSEINTO C. ESCARINO**  
(CONTRACTOR)

FUNDS AVAILABLE

  
**LORLINA E. BOMEDIANO**  
Senior Department Manager, Finance

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	: SARO 2015/SARO 2016
JOB ORDER	: WDA #800/A08
COST CENTER	: 5300391
AMOUNT	: ₱ 20,887,130.00

SARO 2015 - ₱ 13,551,806.83  
SARO 2016 - 7,335,323.17  
IBA-23-053 dated 07/21/2023

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

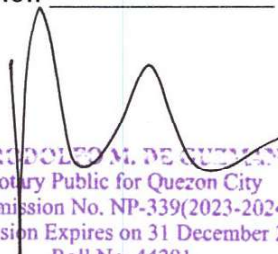
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of AUG 14 2023, 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 sixteen (16) 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.

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

Doc. No. 23 ;  
Page No. 6 ;  
Book No. 2 ;  
Series of 2023.

  
ATTY. RODOLFO M. DE SUENEN, JR.  
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


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REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this JUL 28 2023 day of \_\_\_\_\_, 2023, personally appeared **MR. EPHREM R. PATINO**, CEO/Chairman, **TRANS PILIPINAS POWER & AUTOMATION, INC.** with Identification Document in the form of LICENCE NO. 601-92-1569976, issued by LTD at DAVAO CITY, on SEPTEMBER 24, 2016, known to me and to me known to be the same person who executed the foregoing instrument consisting of sixteen (16) 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.

  
Notary Public **ATTY. VINCENT ANTHONY L. SUNGCOG**  
Until December 31, 2023  
IBR Lifetime No.: Commission Serial No. 2022-235-2023  
PTR No.: Roll No. 82023  
IBP No. 262055-01 /03/2023 (Davao City)  
PTR No. 792 /65-01/05/2023 (Davao City)  
MCLE No. -Admitted to the Bar on May 26, 2022

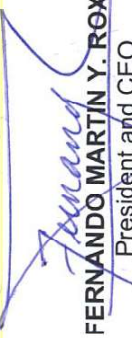
Doc. No.: 464  
Page No.: 95  
Book No.: XXXIV  
Series of 2023.

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BY:

  
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

  
**ALEXANDER P. JAPON**  
Vice President, Admin and Finance  
(NPC)

  
**ROBERTO C. ESCARIDO**  
(CONTRACTOR)

  
**EPHREM R. PATINO**  
CEO/Chairman

**ANNEX A**

**SECTION VII - BILL OF QUANTITIES  
CONSTRUCTION OF POWER FACILITIES FOR THE FOUR (4) UNITS MODULAR DIESEL  
GENERATING SETS INCLUDING HAULING, INSTALLATION, TEST AND COMMISSIONING OF  
BALANCE OF PLANT IN CALUTCOT, BURDEOS QUEZON AND  
BUTAWANAN SIRUMA, CAMARINES SUR  
HO-PIB21-016 / PB220118-HG00516 (NP4)**

ITEM NO.	PARTICULARS	CALUTCOT DPP	BUTAWANAN DPP	TOTAL AMOUNT IN FIGURES PHIL. PESO
1	Electrical Works	3,425,000.00	3,050,500.00	6,475,500.00
2	Mechanical Works	3,320,700.00	3,320,700.00	6,641,400.00
3	Architectural Works	1,149,230.00	1,149,230.00	2,298,460.00
4	Civil Works	2,714,635.00	2,757,135.00	5,471,770.00
<b>TOTAL AMOUNT</b>			<b>TOTAL AMOUNT</b>	<b>20,887,130.00</b>