

CONTRACT NO. LOG MSSP 2024-01-015-DVA

UPRATING OF VIRAC (MARINAWA) SUBSTATION FROM  
10MVA TO 20MVA  
PR No. HO-PIG24-001 / PB231109-DM00346

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 Gabriel Y. Itchon Building, Senator Miriam P. Defensor-Santiago Avenue corner Quezon Avenue (formerly BIR Road), 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 -

**S. L. DEVELOPMENT CONSTRUCTION CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 2F, Rusland Building, 1932 F. Agoncillo Street, Malate, Manila, Philippines, herein represented by its President, **MS. ANITA A. UY**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH: That -**

WHEREAS, on 19 October 2023, NPC posted the Invitation to Bid for the Public Bidding for the Uprating of Virac (Marinawa) Substation from 10MVA to 20MVA;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 14 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:

Contract between NPC and S.L. Development Construction Corporation  
Uprating of Virac (Marinawa) Substation from 10MVA to 20MVA  
Contract No. LOG MSSP 2024-01-015-DVA

S.L. DEVELOPMENT  
CONSTRUCTION CORPORATION  
(CONTRACTOR)

BY: ANITA A. UY  
President

SIGNED IN THE PRESENCE OF:

BY: EMERSON GUTIERREZ  
(CONTRACTOR)  
VICE PRESIDENT

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


NATIONAL POWER CORPORATION  
(NPC)

BY: FERNANDO MARTIN Y. ROXAS  
President and CEO

S.L. DEVELOPMENT  
CONSTRUCTION CORPORATION  
(CONTRACTOR)

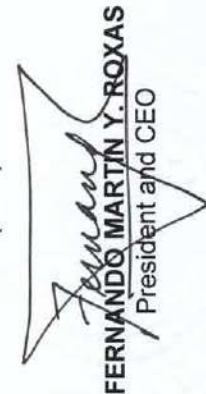
BY: ANITA A. UY  
President

SIGNED IN THE PRESENCE OF:

  
EUMER S. GUTIERREZ  
(CONTRACTOR)  
VICE-PRESIDENT

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

NATIONAL POWER CORPORATION  
(NPC)

BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

## 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. Bidding Documents for the Uprating of Virac (Marinawa) Substation from 10MVA to 20MVA under PR No. HO-PIG24-001 / PB231109-DM00346;
2. Post Qualification Report dated 04 December 2023;
3. Bid Opening/Evaluation Report dated 15 November 2023;
4. CONTRACTOR's bid proposal dated 14 November 2023;
5. Notice of Award dated 15 January 2024;
6. Notice to Proceed; and
7. 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 scope of work shall cover but not limited to the following:

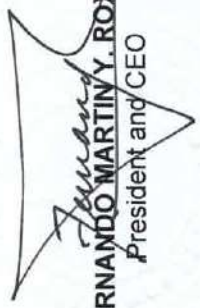
### CIVIL WORKS

1. Mobilization, demobilization, clean-up, provision of temporary office & housing and storage, and all miscellaneous works required for the implementation of the project;
2. Additional gravel surfacing to the existing gravel to required elevations in accordance with the details shown on the drawings;
3. Expansion of control room and office including cable trench and demolition and restoration for the affected structures;
4. Modification of concrete transformer pad;


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

  
**ELMER S. GUTIERREZ**  
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VICE PRESIDENT

BY:

  
**ANITA A. UY**  
President

5. Demolition and restoration of affected CHB perimeter fence for the installation of 20MVA transformer;
6. Repainting for the corroded metal clad switchgear;
7. All other works and services required to complete the project.


**ELECTRICAL WORKS**

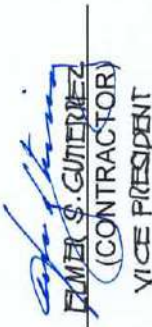
1. Supply, delivery, installation, test and commissioning of new 20/20/5MVA three winding power transformer complete with all the required accessories, appurtenances, etc.;
2. Supply, installation and test of 1Cx300mm<sup>2</sup>, XLPE 15kV Power cable (feeder supplying switchgear #1) including termination kits, terminal lugs, etc.;
3. Supply, installation and test of 1Cx125mm<sup>2</sup>, XLPE 15kV Power cable (switchgear #1 feeders), termination kits, terminal lugs, etc.;
4. Dismantling & hauling of existing 10/10/10MVA three winding power transformer including its associated accessories, appurtenances, OLTC panel inside the control room, etc.;
5. Dismantling, re-coiling & hauling of existing 1Cx500mm<sup>2</sup>, XLPE 15kV Power cable (feeder supplying switchgear #2) including termination kits, terminal lugs, etc.;
6. Dismantling, re-terminate and test of existing bare & insulated XLPE power conductor/cable from existing 10MVA power transformer to the new 20MVA power transformer as shown in the Bid Drawing;
7. Dismantling, re-termination, test and commissioning of existing transformer protection system from existing power transformer to new 20MVA three winding power transformer including all associated protection accessories, panels, cables, etc.;
8. Supply, installation and test of additional grounding materials for the installation of new 20MVA power transformer, control house expansion, including connection to existing grounding grid;
9. Expansion of existing control house complete with all the required lighting & power system including kilowatt-hour meter, etc.;
10. Supply, laying, tagging, bundling, termination and test of new LV power, control and instrumentation cables;
11. Supply, installation and test of lighting and power system for the proposed expansion of control room and construction of SPUG-Office building complete with all the required lighting fixtures, convenience outlets, panel boards, power cables, etc. including

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tapping to existing power supply; and,

- Supply and installation of embedded and/or exposed electrical metallic/non-metallic conduits, boxes, fittings and accessories for control cables.

**MECHANICAL WORKS**

- Supply, installation and test of one (1) lot of domestic water supply system consisting of pipes, valves, pipe fittings, gaskets, flanges, bolts and nuts, pipe supports including the required excavation, backfilling and disinfection of embedded pipes and other incidentals to complete the domestic water supply piping system;
- Supply, installation and test of one (1) unit inverter-window type air conditioner of 10,000 kJ/hr minimum cooling capacity for proposed extension office, complete with its mounting accessories and controls;
- Supply, installation and test of one (1) unit of wall mounted exhaust fan, 100 m<sup>3</sup>/hr minimum capacity for comfort room, complete with its mounting accessories and control;
- Supply and installation of one (1) unit of portable type fire extinguisher, clean agent (HCFC or Halotron I Type), 7.1 kg (15.5 lbs), non-expiry, multi-shots, wall-hung type and UL/FM approved;
- Relocation of one (1) unit of floor-mounted air-conditioning unit to the proposed expansion of control room; and,
- All other works and services required to complete the project.

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 and/or technical data sheets to ensure reliable operation of the equipment for at least two (2) 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

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SIGNED IN THE PRESENCE OF:

*[Signature]*  
EMEL S. GIMENEZ  
(CONTRACTOR)  
VICE PRESIDENT

*[Signature]*  
LORLINA E. BOMEDIANO  
OIC-OVP, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION  
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Manufacturer's drawings, Operation and Maintenance Manuals, Calculation, etc.;

- 6. Conduct inspection to verify and assess the extent of the related and incidental works needed to implement the project competently and efficiently.

**MINIMUM REQUIRED PERSONNEL**

The list of key personnel shall include the following minimum requirements:

**a) One (1) Project Manager**

Professional Electrical Engineer (PEE) who had managed or supervised at least a similar project within the last ten (10) years.

**b) One (1) Project/Site Engineer**

Registered Electrical Engineer (REE) or Registered Civil Engineer who had supervised at least one (1) similar project within the last ten (10) years. Must have five (5) years professional experience on similar project.

**c) 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**

The list of construction equipment (owned or leased) shall include the following minimum requirements:

- |  |        |
|--|--------|
| 1. Truck Mounted Crane (35 Tons Cap.)          | 1 unit |
| 2. Delivery/Transport Vehicle (Van or Pick-up) | 1 unit |
| 3. Concrete Mixer, 1-bagger                    | 1 unit |
| 4. Concrete Vibrator, Engine driven            | 1 unit |

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 Uprating of Virac (Marinawa) Substation from 10MVA to 20MVA.

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

The contract period is inclusive of twenty (20) rainy/unworkable days, considered unfavorable for the execution of works at the site. The number of calendar days shall be counted from the date of effectivity of the Notice to Proceed.

LOCATION	CONTRACT DURATION
NPC's Virac (Marinawa) Substation, Marinawa, Bato Catanduanes	Three Hundred Twenty (320) calendar days

**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: THIRTY NINE MILLION EIGHTEEN THOUSAND THREE HUNDRED FIFTY PESOS (PHP 39,018,350.00)**.

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.

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

This contract is for one whole, complete work. Partial payments made by NPC and/or the use of parts of the work or its equivalent shall not

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VICE PRESIDENT

  
LORUNA E. BOMEDIANO  
OIG-OVP, Admin and Finance  
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(NPC)

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constitute as acceptance of any part of the work prior to its 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 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 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.

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VICE PRESIDENT

SIGNED IN THE PRESENCE OF:

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OIC-OVP, Admin and Finance  
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President and CEO

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SIGNED IN THE PRESENCE OF:

BY: *[Signature]*  
ELMER S. GUTONREZ  
(CONTRACTOR)  
VICE PRESIDENT

*[Signature]*  
LORLINA E. BOMEDIANO  
OIC-OVP, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY: *[Signature]*  
FERNANDO MARTIN Y. ROXAS  
President and CEO

**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.

**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

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VICE PRESIDENT

LORLINA E. BOMEDIANO  
OIC-DVP, Admin and Finance  
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President and CEO

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.

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 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

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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 Bidding Documents. 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 Bidding Documents.

**ARTICLE XVI  
LIQUIDATED DAMAGES**

Should CONTRACTOR fails 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


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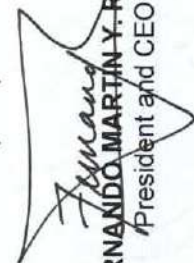
BY:

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VICE PRESIDENT

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

  
FERNANDO MARTIN Y. ROXAS  
President and CEO


BY:

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
**FERNANDO MARTIN Y. ROXAS**  
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**LORLINA E. BOMEDIANO**  
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(CONTRACTOR)

BY:

  
**ANITA A. UY**  
President

  
**EMIL S. GUTIERREZ**  
(CONTRACTOR)  
VICE PRESIDENT

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 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 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 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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**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 21<sup>st</sup> day of March, 2024 at Quezon City, Philippines.

**NATIONAL POWER CORPORATION  
(NPC)**

**S. L. DEVELOPMENT CONSTRUCTION CORPORATION  
(CONTRACTOR)**


BY:

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

BY:

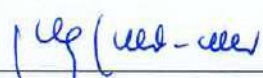
  
**ANITA A. UY**  
President

SIGNED IN THE PRESENCE OF:

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

  
**IMEL S. GUTIERREZ**  
(CONTRACTOR  
VICE PRESIDENT

FUNDS AVAILABLE

  
**LORLINA E. BOMEDIANO**  
OIC-OVP, Admin and Finance

(S) 2024

<b>CERTIFIED FUNDS AVAILABLE</b>	
PERIOD	2024
JOB ORDER	W08 J300 A11
COST CENTER	4204903
AMOUNT	₱39,018,350.00

Contract between NPC and S.L. Development Construction Corporation  
Upgrading of Virac (Marinawa) Substation from 10MVA to 20MVA  
Contract No. LOG MSSP 2024-01-015-DVA

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of MAR 21 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 fourteen (14) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

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

Doc. No. 357 ;  
Page No. 73 ;  
Book No. 1 ;  
Series of 2024.

**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

Contract between NPC and S.L. Development Construction Corporation  
Upgrading of Virac (Marinawa) Substation from 10MVA to 20MVA  
Contract No. LOG MSSP 2024-01-015-DVA

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of MAR 15 2024, 2023, personally appeared **MS. ANITA A. UY**, President, **S.L. DEVELOPMENT CONSTRUCTION CORPORATION**, with Identification Document in the form of Passport No. P7243171B, issued by DFA at Manila, on July 21, 2021, known to me and to me known to be the same person who executed the foregoing instrument consisting of fourteen (14) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and 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.

**ATTY. PETER ANTHONY M. MALLARI**  
Notary Public  
Until December 31, 2024  
Notarial Commission No. \_\_\_\_\_  
PTR # 15277-IBP Lifetime No. \_\_\_\_\_  
IBP # 31731-552 / # 27587 TIN 133-031-552  
PTR/No. \_\_\_\_\_  
MCLE Compliance No. VIII-0002695  
issued on 15 April 2022 and Valid until 14 April 2025

Doc. No.: 909  
Page No.: 190  
Book No.: 5  
Series of 2024.


Contract between NPC and S.L. Development Construction Corporation  
Upgrading of Virac (Marinawa) Substation from 10MVA to 20MVA  
Contract No. LOG MSSP 2024-01-015-DVA

NATIONAL POWER CORPORATION  
(NPC)

BY:

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


SIGNED IN THE PRESENCE OF:

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

S.L. DEVELOPMENT  
CONSTRUCTION CORPORATION  
(CONTRACTOR)

BY:

  
**ANITA A. UY**  
President

  
**DANIEL S. GUTIERREZ**  
(CONTRACTOR)  
VICE PRESIDENT

# ANNEX A

## SUMMARY - BILL OF QUANTITIES UPRATING OF VIRAC (MARINAWA) SUBSTATION FROM 10MVA TO 20MVA PR No. HO-PIG24-001 / PB231109-DM00346

ITEM NO.	DESCRIPTION OF WORKS OR MATERIALS	TOTAL AMOUNT IN PESOS
1	ELECTRICAL WORKS	₱34,635,000.00
2	CIVIL WORKS	₱2,313,200.00
3	ARCHITECTURAL WORKS	₱1,620,650.00
4	MECHANICAL WORKS	₱449,500.00
<b>TOTAL AMOUNT (PHP)</b>		<b>₱39,018,350.00</b>